No. 02-1028

Supreme Court, U.S.
FILED
MAR 24 2004
OFFICE OF THE CLERK

IN THE

Supreme Court of the United States

NORFOLK SOUTHERN RAILWAY COMPANY,
Petitioner,

v.

JAMES N. KIRBY PTY LTD D/B/A KIRBY ENGINEERING, MMI GENERAL INSURANCE, LTD.,
Respondents.

On Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

JOINT APPENDIX

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March 24, 2004

PETITION FOR CERTIORARI FILED JANUARY 6, 2003
CERTIORARI GRANTED JANUARY 9, 2004

f/o

TABLE OF CONTENTS

	Page
District Court Docket Entries	1
Court of Appeals Docket Entries	14
Amended Statement of Claim, *James N. Kirby Pty Ltd.* v. *International Cargo Control Pty Ltd.*, File No. 015 of 1998 (N.S.W. Sup. Ct. Adm. filed May 1, 1999), attached as Exhibit 1 to Motion by Defendant to Enjoin Plaintiff From Pursuing Parallel Cause of Action in Australia, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed May 17, 1999)	19
Second Amended Complaint, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed Nov. 16, 1999)	30
Answer on Behalf of Norfolk Southern Railway Company's Second Amended Complaint, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed Dec. 3, 1999)	40
Hamburg Sud/Columbus Lines Bill of Landing, attached as Exhibit B to Defendant's Motion for Summary Judgment for Partial Summary Judgment to Limit Plaintiff's Recovery, if Any, to $500 Per Package and to Dismiss Plaintiff's State Law Claims Including the Claim for Punitive Damages, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed Mar. 20, 2000)	48
Hamburg Sud/Columbus Lines Bill of Landing, Terms and Conditions (transcript)	59

TABLE OF CONTENTS—continued

International Cargo Control Bill of Lading, attached as Exhibit A to Defendant's Motion for Summary Judgment for Partial Summary Judgment to Limit Plaintiff's Recovery, if Any, to $500 Per Package and to Dismiss Plaintiff's State Law Claims Including the Claim for Punitive Damages, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed Mar. 20, 2000) 78

International Cargo Control Bill of Lading, Standard Conditions (1992) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING (transcript) 85

Letter from Randy L. Brink, Customer Service Representative, Norfolk Southern Corporation, to Alan Powell, Customs & Shipping Manager, Kirby Engineering (May 20, 1998), attached as Exhibit 6 to Brief by Plaintiff in Opposition to Motion for Partial Summary Judgment, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed Apr. 13, 2000) 100

Letter from Randy L. Brink, Customer Service Representative, Norfolk Southern Corporation, to Alan Powell, Customs & Shipping Manager, Kirby Engineering (June 9, 1998), attached as Exhibit 7 to Brief by Plaintiff in Opposition to Motion for Partial Summary Judgment, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. filed Apr. 13, 2000) 102

TABLE OF CONTENTS—continued

Facsimile of Rail Car Order/Billing document from R.W. Grimshaw, National Claims Manager, Columbus Line Austalia Pty, Ltd., to Ken Andersen, Air-Sea Transport (Mar. 13, 1998), indexed at Tab D in Record Excerpts, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 01-13776-CC (11th Cir. filed Aug. 27, 2001) 104

Norfolk Southern Freight Bills, indexed at Tab E in Record Excerpts, *James N. Kirby, Pty Ltd.* v. *Norfolk S. Ry.*, No. 01-13776-CC (11th Cir. filed Aug. 27, 2001) 107

NOTICE

The following documents have been omitted in the printing of this Joint Appendix. They may be found in the Petitioner's Appendix to the 02-1028 Petition For A Writ Of Certiorari at the following pages:

James N. Kirby, Pty Ltd. v. *Norfolk S. Ry.*, No. 01-13776-CC (11th Cir. Oct. 7, 2002) (order denying petitions for rehearing and rehearing en banc) 39a-40a

James N. Kirby, Pty Ltd. v. *Norfolk S. Ry.*, 300 F.3d 1300 (11th Cir. 2002) 1a-20a

James N. Kirby, Pty Ltd. v. *Norfolk S. Ry.*, No. 1-98-CV-2939-TWT (N.D. Ga. May 17, 2001) (order certifying an appeal to the court of appeals pursuant to 28 U.S.C. § 1292(b)) 21a-26a

James N. Kirby, Pty Ltd. v. *Norfolk S. Ry.*, No. 1-98-RCV-2939-CAP (N.D. Ga. Oct. 11, 2000) (order granting defendant partial summary judgment) 27a-38a

UNITED STATES DISTRICT COURT
GEORGIA NORTHERN DISTRICT

Case No. 1:98cv2939

JAMES N. KIRBY, PTY LTD. dba
KIRBY ENGINEERING,
Plaintiff,

v.

NORFOLK SOUTHERN RAILWAY COMPANY,
Defendant.

MMI GENERAL INSURANCE LIMITED,
Plaintiff,

DOCKET ENTRIES

DATE	NO.	PROCEEDINGS
10/8/98	1	COMPLAINT filed and summons issued. Consent form to proceed before U.S. magistrate and pretrial instructions given to attorney; jury demand FILING FEE $150.00 RECEIPT # 430037 (bsm) [Entry date 10/16/98]
10/8/98	2	ANSWERS TO MANDATORY DISCLOSURES by plaintiff (bsm) [Entry date 10/16/98]
11/5/98	3	AMENDED COMPLAINT by plaintiff James N. Kirby, Pty adding MMI General Ins as plaintiff; jury demand (bsm) [Entry date 11/10/98]

DATE	NO.	PROCEEDINGS
12/9/98	4	ANSWER by defendant to complaint [1-1] Discovery ends 5/8/99 (bsm) [Entry date 12/10/98]
12/14/98	6	Return of service executed 11/19/98 as to Norfolk Southern RR on original complaint (bsm) [Entry date 12/28/98]
12/23/98	5	ANSWERS TO MANDATORY DISCLOSURES by defendant (bsm) [Entry date 12/24/98]
12/24/98	7	Certificate of interested persons. (to judge) (bsm) [Entry date 12/28/98]
12/28/98	8	Amendment to [5-1] answers to mandatory disclosures by defendant (bsm) [Entry date 01/04/99]
1/7/99	9	Preliminary Statement and Scheduling Order (to judge) (bsm) [Entry date 01/07/99]
1/21/99	—	ENDORSED ORDER on statement with SCHEDULING ORDER by Judge Thomas W. Thrash APPROVING [9-1] preliminary statement, Discovery ends 5/8/99, motions for sum.jgm. due 5/28/99, pre-trial order due on 6/8/99, if motions for sum.jgm. are filed, pre-trial order due w/in 30 days of disposition of sum.jgm. case to be be submitted on 6/11/99 if sum.jgm. or pre-trial order not filed (cc) (bsm) [Entry date 01/25/99]
4/21/99	10	Joint MOTION by parties to extend time for discovery (pdw) [Entry date 04/21/99]

DATE	NO.	PROCEEDINGS
4/21/99	11	ORDER by Judge Thomas W. Thrash GRANTING [10-1] joint motion to extend time for discovery, Discovery ends 11/8/99, motions for sum jgm to be filed by 11/29/99, if no sj motions are filed consolidated pre-trial order will be due 12/8/99, or 30 days after ruling on any sj motions case to be submitted on 12/14/99 if sj motions and/or pto are not filed (cc by crd 4/21/99) (pdw) [Entry date 04/21/99]
5/17/99	12	MOTION by dft to enjoin pla's from pursuing parallel cause of action in Australia with exhibits, attachments, and memo in support (gjt) [Entry date 05/20/99] [Edit date 05/20/99]
6/4/99	—	SUBMITTED to Judge Thomas W. Thrash on [12-1] motion to enjoin pla's from pursuing parallel cause of action in Australia (pdw) [Entry date 06/04/99]
6/4/99	13	Response by plaintiff in opposition [12-1] motion to enjoin pla's from pursuing parallel cause of action in Australia (gjt) [Entry date 06/08/99]
6/15/99	14	REPLY by defendant to response to pla's opposition to [12-1] motion to enjoin pla's from pursuing parallel cause of action in Australia (gjt) [Entry date 06/16/99]
7/30/99	15	Supplemental brief by plaintiffs in opposition to [12-1] motion to enjoin pla's from pursuing parallel cause of action in Australia (kt) [Entry date 08/03/99]

DATE	NO.	PROCEEDINGS
9/21/99	16	STATUS CONFERENCE HELD before Judge Thomas W. Thrash; counsel to present consent order regarding damage discovery after court's ruling on motion for summary judgment to be filed. (llg) [Entry date 09/22/99]
9/24/99	—	Steno notes of proceedings held 9/21/99 before Judge Thomas W. Thrash, by Court Reporter Linda W. Baggett. (pa) [Entry date 09/24/99]
10/12/99	17	MOTION by plaintiffs for leave to amend complaint with memorandum in support and Rule 26(a)(2) Disclosure of Expert. (second amended complaint attached) (llg) [Entry date 10/13/99] [Edit date 10/13/99]
10/26/99	18	Response by defendant to [17-1] motion for leave to amend complaint (llg) [Entry date 10/28/99]
10/26/99	19	Request for filing original discovery by defendant. (llg) [Entry date 10/28/99]
10/26/99	—	Proposed order extending discovery to 2/3/00 by defendant (llg) [Entry date 10/28/99]
11/1/99	—	SUBMITTED to Judge Thomas W. Thrash on [17-1] motion for leave to amend complaint (FILE IN CHAMBERS) (llg) [Entry date 11/01/99]
11/1/99	20	ORDER by Judge Thomas W. Thrash, extending discovery to 2/3/00, Discovery ends 2/3/00, pre-trial order due on 3/6/00, case to be submitted on 3/9/00 if no motions for summary judgment or pretrial order filed. (cc) (llg) [Entry date 11/02/99]

DATE	NO.	PROCEEDINGS
11/8/99	21	ORDER by Judge Thomas W. Thrash DENYING [12-1] motion to enjoin pla's from pursuing parallel cause of action in Australia by Norfolk Southern RR (cc) (llg) [Entry date 11/09/99]
11/12/99	22	Reply brief in support of [17-1] motion for leave to amend complaint by plaintiffs. (llg) [Entry date 11/16/99]
11/16/99	23	ORDER by Judge Thomas W. Thrash GRANTING [17-1] motion for leave to amend complaint (cc) (llg) [Entry date 11/17/99]
11/16/99	24	PLAINTIFFS' SECOND AMENDED COMPLAINT; jury demand (llg) [Entry date 11/17/99]
12/3/99	25	ANSWER by defendant to second amended complaint [24-1] (llg) [Entry date 12/06/99]
12/7/99	—	Case reassigned to Judge Charles A. Pannell. Calendar sheets forwarded and notice mailed to counsel. (so) [Entry date 12/07/99]
12/29/99	26	Amended Certificate of interested persons by dft. (to judge) (pdw) [Entry date 12/30/99]
1/27/00	27	Notice of filing expert witness disclosure by defendant. (als) [Entry date 02/02/00]
2/3/00	28	Joint MOTION and memorandum to extend discovery thru 3/10/00, and to modify scheduling order (to CAP) (als) [Entry date 02/04/00] [Edit date 02/09/00]

DATE	NO.	PROCEEDINGS
2/10/00	29	ORDER by Judge Charles A. Pannell GRANTING [28-1] joint motion to extend discovery thru 3/10/00 and [28-2] to modify scheduling order. Discovery ends 3/10/00, any motions for summary judgment are due 3/20/00, with the proposed consolidated pretrial order due w/in 30 days of the court's ruling on any motions for sum jgm. Pre-trial order due on 3/31/00 if no motions for sum jgm are filed (cc) (pdw) [Entry date 02/10/00]
2/16/00	30	Objections and responses by defendant to plaintiff's request for production served in the form of subpoena duces tecum to Gary Wolf (als) [Entry date 02/16/00]
3/10/00	31	Joint MOTION to extend discovery period, and to modify scheduling order (to CAP) (als) [Entry date 03/14/00]
3/20/00	32	Notice of filing the original affidavit of WESLEY B. ALEXANDER by defendant and request for the filing of original discovery. (ck) [Entry date 03/21/00] [Edit date 03/21/00]
3/20/00	33	MOTION by defendant for partial summary judgment and to dismiss plaintiff's state law claims with brief and statement of material facts in support. (ck) [Entry date 03/22/00] [Edit date 03/22/00]
3/22/00	—	ENDORSED ORDER by Judge Charles A. Pannell GRANTING [31-1] joint motion to extend discovery period, GRANTING [31-2] joint motion to modify scheduling order, Discovery ends 4/7/00 (cc) (als) [Entry date 03/22/00]

DATE	NO.	PROCEEDINGS
4/7/00	—	Proposed Consent Order extending time to respond to [33-1] motion for partial summary judgment [33-2] motion to dismiss plaintiff's state law claims thru 4/13/00. to CAP (fms) [Entry date 04/10/00]
4/11/00	34	CONSENT ORDER by Judge Charles A. Pannell extending time for pla to file response brief to dft's motion for sum jgm until 4/13/00 (cc) (als) [Entry date 04/12/00]
4/13/00	35	Brief by plaintiff in opposition to [33-1] motion for partial summary judgment with statement of material facts (ck) [Entry date 04/14/00]
4/13/00	36	Notice of filing original discovery by plaintiffs. (ck) [Entry date 04/14/00]
4/13/00	—	Deposition of GARY WOLF, BOB RALPH, CHARLES RICKARD, JON ROBERTSON, and HAYDEN NEWELL taken for plaintiffs (ck) [Entry date 04/14/00]
4/14/00	—	SUBMITTED to Judge Charles A. Pannell on [33-1] motion for partial summary judgment, [33-2] motion to dismiss plaintiff's state law claims (ck) [Entry date 04/14/00]
5/1/00	37	Reply Memo by defendant in support of [33-1] motion for partial summary judgment (als) [Entry date 05/04/00]
5/5/00	38	Notice of original discovery (depo of Wolf and excerpts of depos cited in motion for sum jgm) by plaintiffs. (crc) [Entry date 05/12/00]

DATE	NO.	PROCEEDINGS
5/5/00	—	Deposition of GARY P. WOLF taken for plaintiffs (crc) [Entry date 05/12/00]
10/11/00	39	ORDER by Judge Charles A. Pannell GRANTING [33-1] motion for partial summary judgment, GRANTING [33-2] motion to dismiss plaintiff's state law claims (cc) (***SET ASIDE PER ORDER FILED 1/19/01***) (als) [Entry date 10/13/00] [Edit date 05/08/01]
10/11/00	40	JUDGMENT ENTERED for defendant against plaintiffs (*** SET ASIDE per [48-1] order FILED 1/19/01***) (als) [Entry date 10/13/00] [Edit date 05/08/01]
10/11/00	—	Case terminated (als) [Entry date 10/13/00]
10/18/00	41	Offer of judgment [1-1] by defendant Norfolk Southern RR (ck) [Entry date 10/26/00]
11/8/00	42	NOTICE OF APPEAL by plaintiff from [40-1] judgment, [39-1] order FILING FEE $105.00 RECEIPT # 462544 Appeal information sheet due 11/22/00 (als) [Entry date 11/16/00]
11/13/00	43	Notice of filing Rule 10(b) certificate regarding no Transcript by plaintiffs. (als) [Entry date 11/16/00]
11/13/00	44	Bill of costs of defendant. (als) [Entry date 11/16/00]
11/15/00	45	Appeal information sheet RE: [42-1] appeal—COR due 11/25/00 (epm) [Entry date 11/17/00]

DATE	NO.	PROCEEDINGS
11/16/00	—	Notice of appeal and certified copy of docket, order and judgment to USCA RE: [42-1] appeal (als) [Entry date 11/16/00]
11/16/00	—	COSTS TAXED in the amount of $ 3,730.40 for defendant Norfolk Southern RR. (als) [Entry date 11/16/00]
11/21/00	46	Acknowledgment by USCA RE: [42-1] appeal USCA dkt no. 00-16047-I (epm) [Entry date 11/22/00]
11/22/00	47	MOTION by defendant for clarification or in the alternative to set aside the judgment with brief in support. (als) [Entry date 11/27/00]
11/24/00	—	CERTIFICATE OF READINESS of appeal record with certified copy of docket mailed to USCA RE: [42-1] appeal USCA # 00-16047-I (3 vols. pleadings, 6 depositions) (epm) [Entry date 11/24/00]
12/1/00	—	USCA acknowledgment of COR RE: [42-1] appeal USCA # 00-16047-I (epm) [Entry date 12/05/00]
1/8/01	—	SUBMITTED to Judge Charles A Pannell on [47-1] motion for clarification or in the alternative to set aside the judgment (als) [Entry date 01/08/01]
1/19/01	48	ORDER by Judge Charles A. Pannell GRANTING [47-1] motion for clarification or in the alternative to set aside the judgment, Pursuant to F.R.C.P. 60(a), the court hereby SETS ASIDE its entry of [40-1] judgment and dismissal. The case will proceed on the

DATE	NO.	PROCEEDINGS
		remaining breach of contract claim. (cc) (als) [Entry date 01/24/01] [Edit date 05/08/01]
1/19/01	—	Terminated submissions. (als) [Entry date 01/24/01]
3/28/01	49	Certified copy of ORDER of USCA DISMISSING [42-1] appeal for lack of Jurisdiction. USCA dkt no. 00-16047-II (als) [Entry date 04/05/01]
5/4/01	—	Case reopened per [48-1] order filed 1/19/01. (fms) [Entry date 05/08/01]
5/4/01	50	Joint MOTION to certify partial summary judgment for immediate permissive review (to CAP) (als) [Entry date 05/08/01]
5/17/01	51	ORDER by Judge Charles A. Pannell GRANTING [47-1] motion for clarification or in the alternative to set aside the judgment, Pursuant to F.R.C.P. 60(a), the court hereby SETS ASIDE the entry of judgment and dismissal [40-1], Case will proceed on remaining breach of contract claim, GRANTING [50-1] joint motion to certify partial summary judgment for immediate permissive review, the court AMENDS its order [39-1] and CERTIFIES its order for interlocutory appeal, staying proceedings until the Eleventh Circuit rules on immediate appeal (cc) (als) [Entry date 05/22/01] [Edit date 05/22/01]
7/9/01	—	Certified Copy of [51-1] order staying proceedings until the Eleventh Circuit rules on immediate appeal sent to USCA (als) [Entry date 07/09/01]

DATE	NO.	PROCEEDINGS
7/10/01	52	ORDER by USCA GRANTING PARTIES permission to file an INTERLOCUTORY APPEAL pursuant to 28 U.S.C. 1292(b). NOTICE OF APPEAL from [39-1] order, [40-1] judgment, [50-1] joint motion to certify partial summary judgment for immediate permissive review, [51-2] order, [51-1] order staying proceedings until the Eleventh Circuit rules on immediate appeal. Appeal information sheet due 7/24/01: USCA dkt no. 01-13776-C. (Appeal fee letter sent to counsel for pla & dft.) cc: USCA (jlm) [Entry date 07/12/01] [Edit date 07/12/01]
7/10/01	—	Memorandum assigning USCA docket no. 01-13776-C to Interlocutory [52-1] Appeal. (jlm) [Entry date 07/12/01]
7/19/01	—	Appeal fees received FILING FEE $105.00 RECEIPT # 474384 RE: [52-1] appeal USCA dkt no. 01-13776-C (jlm) [Entry date 07/20/01]
7/19/01	53	Appeal information sheet RE: [52-1] appeal— USCA dkt # 01-13776-C COR due 7/29/01 (jlm) [Entry date 07/20/01]
7/20/01	—	Forwarded notice of appeal fee payment to the USCA RE: [52-1] appeal USCA # 01-13776-C (jlm) [Entry date 07/20/01]
7/20/01	—	USCA acknowledgment of Order (Doc # 48) RE: [52-1] appeal USCA # 01-13776-C (jlm) [Entry date 07/23/01]
7/25/01	—	USCA acknowledgment of certified copy of docket sheets reflecting payment of appeal

DATE	NO.	PROCEEDINGS
		filing and docketing fees RE: [52-1] appeal USCA # 01-13776-C (kac) [Entry date 07/25/01]
8/20/01	—	CERTIFICATE OF READINESS of appeal record with certified copy of docket mailed to USCA RE: [52-1] interlocutory appeal USCA # 01-13776-C (3 vols pldgs; 6 depositions) (jlm) [Entry date 08/20/01]
8/24/01	—	USCA acknowledgment of COR (3 vols pldgs; 6 vols depositions) RE: [52-1] appeal USCA # 01-13776-C (jlm) [Entry date 08/27/01]
10/9/01	—	FORTHWITH LETTER from USCA regarding [52-1] appeal. USCA dkt no. 01-13776-CC Appeal record due on 10/19/01 (jlm) [Entry date 10/11/01]
10/11/01	—	Certified and transmitted record to USCA RE: [52-1] appeal USCA dkt no. 01-13776-CC (3 vols pldgs; 6 depositions) (jlm) [Entry date 10/11/01]
10/16/01	—	USCA acknowledgment of ROA RE: [52-1] appeal USCA # 01-13776-CC (epm) [Entry date 10/18/01]
10/21/02	54	Certified copies of opinion, bill of costs and JUDGMENT of USCA REVERSING and REMANDING to the District Court for further action RE: [52-1] appeal USCA dkt. # 01-13776. (dfb) [Entry date 10/23/02]
10/21/02	—	Appeal record (3 vols of pleadings & 6 depositions) returned from USCA RE: [52-1] appeal. USCA dkt. # 01-13776. (dfb) [Entry date 10/23/02]

DATE	NO.	PROCEEDINGS
10/23/02	—	Proposed order making the [54-1] mandate of the Circuit the judgment of this Court sent to CAP. (dfb) [Entry date 10/23/02]
10/25/02	55	ORDER by Judge Charles A. Pannell that the mandate of the USCA be and it hereby is made the judgment of this court, with remittitur notice (cc) (als) [Entry date 10/29/02]
11/12/03	—	Talked w/pla's counsel, case is still with the Supreme Court. (yrm) [Entry date 11/12/03] [1:98cv2939]

UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUT

No. 01-13776-CC

JAMES N. KIRBY,
MMI GENERAL INSURANCE LIMITED,
Appellants,

v.

NORFOLK SOUTHERN RAILWAY COMPANY,
Appellee.

DOCKET ENTRIES

DATE	PROCEEDINGS
07/09/01	Probable Jurisdiction Noted
07/09/01	Order Transferring From Misc. # 01-90022-F
07/19/01	Fee Status: Paid (07/19/01) for James N. Kirby
07/19/01	Appearance Form Submitted: J.S. Scott Busby
07/19/01	Transcript Order Form: Appellant-Kirby, James N. (no hearing)
07/19/01	Civil Appeal Statement Form: Appellant-Kirby, James N.
07/27/01	BR1CIV (Brief Letter 1) issued. cc: Busby, J.S. Scott cc: Kyle, Steven J. cc: Hines, Richard K., V cc: Daly, Taylor Tapley
07/27/01	Briefing Notice Issued
07/30/01	Appearance Form Submitted: Richard K. Hines V
08/06/01	WRAP-1 (Wrappers w/ addresses) issued. To: Busby, J.S. Scott

DATE	PROCEEDINGS
08/06/01	Over the Phone Extension to File Apt Brief Granted by JA Until August 27, 2001
08/21/01	Certificate of Readiness
08/27/01	Appearance Form Submitted: Charles Robert Sharp
08/27/01	Appellant's Brief Filed: Appellants-James Kirby & MMI General Insurance, LTD. (Atty: Charles Robert Sharp)
08/27/01	Record Excerpts: Appellant-Kirby, James N. (Atty: Charles Robert Sharp): Appellant-MMI General Insurance Limited, (Atty: Charles Robert Sharp)
08/31/01	Motion to File Addendum to Appellant Brief: Appellant-Kirby, James N. (Atty: Charles Robert Sharp): Appellant-MMI General Insurance Limited, (Atty: Charles Robert Sharp)
09/10/01	Over the Phone Extension to File Appellee Brief Granted by TD Until 10/3/01: Appellee-Norfolk Southern Railway Company, (Atty: Richard K. Hines, V)
09/13/01	Appellant's motion for leave to file a separately bound addendum of authorities is GRANTED, without prejudice to Appellee's right to challenge . . . (see file for complete text) SFB
09/13/01	MOT2 (Motion—Court Action) issued. cc: Busby, J.S. Scott cc: Sharp, Charles Robert cc: Hines, Richard K., V cc: Kyle, Steven J. cc: Daly, Taylor Tapley
09/13/01	Addendum to Appellant's Brief

DATE	PROCEEDINGS
10/04/01	Appellee Brief Filed: Pt'd M:10/12 (stmt of juris) Appellee-Norfolk Southern Railway Company, (Atty: Richard K. Hines, V)
10/10/01	BR8CIV (Brief deficiency letter) issued. cc: Busby, J.S. Scott cc: Sharp, Charles Robert To: Hines, Richard K., V cc: Kyle, Steven J. cc: Daly, Taylor Tapley
10/11/01	Over the Phone Extension to File Reply Brief Granted by DHC until 10/29/01
10/12/01	Record on Appeal -
10/12/01	Exhibits
10/16/01	Motion to File Addendum to Appellee's Brief: Appellee-Norfolk Southern Railway Company, (Atty: Richard K. Hines, V)
10/29/01	Appearance Form Submitted: Michael F. Sturley
10/29/01	Reply Brief Filed: Appellant-Kirby, James N. (Atty: Charles Robert Sharp): Appellant-MMI General Insurance Limited, (Atty: Charles Robert Sharp)
11/27/01	Appearance Form Submitted: David C. Frederick
12/21/01	Motion to File Addendum to Appellee's Brief is GRANTED. (JLE)(j)
12/21/01	MOT2 (Motion—Court Action) issued. cc: Busby, J.S. Scott cc: Frederick, David C. cc: Sharp, Charles Robert cc: Sturley, Michael F. cc: Hines, Richard K., V cc: Kyle, Steven J. cc: Daly, Taylor Tapley

DATE	PROCEEDINGS
12/21/01	Addendum to Appellee Brief-Norfolk Southern Railway Company, (Atty: Richard K. Hines, V)
03/06/02	Oral Argument Scheduled: 03/06/02
03/11/02	David C. Frederick argued for Appellant; Richard K. Hines, V argued for Appellee
08/08/02	Judgment Entered
08/08/02	OPIN1A (Opinion—Issuance with Costs) issued. costs are taxed against the defendant-appellee on appeal. cc: Busby, J.S. Scott cc: Frederick, David C. cc: Sharp, Charles Robert cc: Sturley, Michael F. cc: Hines, Richard K., V cc: Siler, Eugene E., Jr.*
08/08/02	Opinion Issued—Reversed.
08/16/02	WRAP-1 (Wrappers w/ addresses) issued. cc: Siler, Eugene E., Jr.
08/22/02	Bill of Costs Filed: Costs awarded to Apellant: Appellant-Kirby, James N. (Atty: Michael F. Sturley): Appellant-MMI General Insurance Limited, (Atty: Michael F. Sturley)
08/29/02	Petition for Rehearing En Banc: Appellee-Norfolk Southern Railway Company, (Atty: Richard K. Hines, V)
08/30/02	WRAP-1 (Wrappers w/ addresses) issued. To: Siler, Eugene E., Jr.
10/07/02	The Petition(s) for Rehearing are DENIED and no Judge in regular active service on the Court having requested that the Court be polled on rehearing en banc, the Petition(s) for Rehearing En Banc are DENIED.

DATE	PROCEEDINGS
10/07/02	REHG1 (Rehearing—Transmittal) issued. cc: Busby, J.S. Scott cc: Frederick, David C. cc: Sharp, Charles Robert cc: Sturley, Michael F. cc: Hines, Richard K., V cc: Kyle, Steven J. cc: Daly, Taylor Tapley
10/18/02	CASE CLOSED—Mandate Issued
10/18/02	Mandate Issued
10/18/02	MDT1 (Mandate—Issuance) issued. cc: Busby, J.S. Scott cc: Frederick, David C. cc: Sharp, Charles Robbert cc: Sturley, Michael F. cc: Hines, Richard K. V To: Luther D. Thomas cc: Kyle, Steven J. cc: Daly, Taylor Tapley
01/13/03	Notice of Filing Certiorari—SC# 02-1028: Appellee-Norfolk Southern Railway Company, (Atty: Richard K. Hines, V)

IN THE SUPREME COURT OF NEW SOUTH WALES
SYDNEY REGISTRY
ADMIRALTY DIVISION

File No: 015 of 1998

JAMES N KIRBY PTY LIMITED trading as
KIRBY ENGINEERING ACN 000 056 717,
Plaintiff,

INTERNATIONAL CARGO CONTROL PTY LIMITED
ACN 003 020 835
First Defendant,

HAMBURG SUDAMERIKANISCHE DAMPFSCHIFFAHRTS-GESELLSCHAFT EGGERT & AMSINCK,
Second Defendant.

AMENDED

STATEMENT OF CLAIM

Filed for: James N Kirby Pty
Limited trading as Kirby Engineering

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1. At all material times the Plaintiff and the Defendants were incorporated and able to sue and be sued in their respective corporate names and styles.

As Against the First Defendant

2. Pursuant to bill of lading no. AU12-27086101 ("the Bill") dated 27 August 1997 the *First* Defendant agreed to carry on board the motor vessel "Queensland Star" ten containers containing equipment for a multi station transfer line ("the goods") in good order and condition for an agreed freight for carriage from Sydney to the port of Savannah, USA and from there for delivery of the

goods to Huntsville Ramp, Alabama USA in accordance with the terms and conditions of the Bill in the same good order and condition as when shipped. The Plaintiff shall seek leave to refer to the Bill when produced.

3. The Plaintiff was at all material times the owner of the goods.

4. The Plaintiff was the holder of the Bill, entitled to possession of the goods and entitled to delivery to it of the goods.

5. In the premises the Plaintiff is entitled to claim under and in respect of the Bill, the contract of carriage evidenced therein, and in respect of loss or damage to the goods.

6. The Bill is a clean Bill and it expressly acknowledges the shipment of the goods in apparent good order and condition.

7. It was a term of the Bill that the *First* Defendant would procure the transportation of the goods from Sydney to the Huntsville Ramp in Alabama and would be responsible for the goods and for any occurrence which caused loss or damage to the goods whilst in its charge unless the loss or damage was proven by the *First* Defendant not to have been caused or contributed to by any fault or neglect on its part or that of its servants or agents or on the part of any person of whose services the *First* Defendant made use.

Particulars

Clauses 2 and 6 of the Bill.

8. The following goods were delivered in a damaged condition.

Particulars

The goods contained in Containers TOLU 4692233, ISCU 4635342, TRLU 9028644, TOLU 4694977, TOLU 4685050 and TOLU 4531516 were required to be repaired or replaced:

1 lot of Allen Bradley electrical control equipment.

1 lot of Montronix electronic equipment—tool detection systems.

1 lot of fabricated box to house station electrical controls.

1 lot electrical transformers and replacement cables.

Bearings, lights, brackets, cords, metal plates, metal, machining, engineering supplies etc.

2 SMP fixture pallet receivers.

1 lot lubrication valves—system Gudel.

1 lot various hand tools.

1 lot Linear rails, ball screws and support bearings.

14 Whitnon/Setco precision boring heads.

3 Kirby special 30 degree twin spindle 3 axis units.

1 lot Workstation details.

2 Kirby CNC driven 3 axis units with flat platen.

9. The delivery of the goods in a damaged condition was a breach of the contract of carriage evidenced by the Bill.

10. By reason of the said breach the Plaintiff has suffered loss or damage.

Particulars	
1 lot of Allen Bradley electrical control equipment.	$563,950.00
1 lot of Montronix electronic equipment—tool detection systems.	111,404.00
1 lot of fabricated box to house station electrical controls.	1,309.00
1 lot electrical transformers and replacement cables.	7,814.00
Bearings, lights, brackets, cords, metal plates, metal, machining, engineering supplies etc.	26,166.00
2 SMP fixture pallet receivers.	46,539.00
1 lot lubrication valves—system Gudel.	7,926.00
1 lot various hand tools.	3,117.00
1 lot Linear rails, ball screws and support bearings.	9,200.00
Cost to inspect repair and test 14 Whitnon/Setco precision boring heads.	66,753.00
Three (3) only Kirby special 30° twin spindle 3 axis units. Reference #3800-10. Replacement units Op. 20 stations 14 Rh and 14 LH, Op 30 station 4 RH. $72,014 per unit based on standard costing.	216,042.00
Less salvage value three units.	(30,000)
1 lot workstation details.	1,972.00

Two (2) Kirby CNC driven 3 axis units with flat platen. Reference #3800-07. Replacement units Op. 30 stations 7 LH and 8 LH $72,014 per unit based on standard costing.	144,028.00
Less salvage value two units.	(20,000)
Travel costs Sydney, Alabama USA and return, including air fares, visa, taxi, etc (excluding wages) nett after 8.0% discount.	58,451.00
Engineers' daily on site allowance to cover meals, laundry and incidental costs. 21 engineers 565 days at $128.00/day	72,320.00
Accommodation—Alabama USA US$55/day or A$84.	44,268.00
Hire of vehicles—Alabama USA.	13,611.00
Communication costs—USA—Sydney: telephone, mobile phone, pager and facsimile.	8,900.00
On site project management and supervision 1,548 hours. Cost based on rate of $84.00 per hour including overtime.	130,032.00
On site engineers—mechanical 1,640 hours. Cost based on a rate of $75.00 per hour including overtime.	123,000.00
On site engineers—electrical/electronic 1573 hours. Cost based on a rate of $77.00 per hour including overtime.	121,121.00

Freight charges	15,719.00
Various miscellaneous purchases.	2,060.00
Project management costs Sydney. 506 hours at $75.00/hr.	37,950.00
Fees and charges provided by Delphi Saginaw Company, Alabama US$126,844.61 at $0.6510.	194,846.00
General administration fee based on 10% of all purchased items. $1,247,425.00	124,742.00
Less salvage Allen Bradley equipment US$24,965.20 at $0.6560.	(38,057)
TOTAL:	A$2,065,183.00

11. Further in the alternative in the premises the *First* Defendant was a bailee for reward and by reason of the bailment owed a duty to the Plaintiff to properly care for and handle the goods and to deliver the goods in the same good order and condition as and when shipped at Sydney.

12. In breach of its duties as bailee the *First* Defendant delivered the goods in a damaged condition and the Plaintiff has suffered loss or damage.

Particulars

The Plaintiff repeats the particulars of loss and damage referred to in paragraphs 8 and 10 above.

13. Further and in the alternative the *First* Defendant in the premises owed to Plaintiff a duty of care to ensure that the goods were transported safely and without damage.

14. Norfolk Southern Corporation was a person to whom the *First* Defendant entrusted the goods pursuant to the

Contract of Carriage with the Plaintiff evidenced by the Bill and for whose acts and omissions in respect of the goods the *First* Defendant was liable.

15. In breach of the said duty of care the *First* Defendant, by its servants or agents for whom it is responsible, was negligent in the carriage of goods.

Particulars of Negligence

(a) Norfolk Southern Corporation "NSC" failing to maintain the railway line over which the goods were to be transported;

(b) NSC running a railway line over an area of land which was unstable;

(c) NSC failing to maintain a traction vehicle so that bearings did not fail during the course of the journey;

(d) NSC failing to rectify the problems associated with the instability of the railway line;

(e) NSC's train travelling at a speed which caused or contributed to the carriages becoming derailed;

(f) Res ipsa loquitur.

These are the best particulars of negligence which the Plaintiff can provide until the Plaintiff has had the benefit of discovery of documents.

16. By reason of the said negligence of the *First* Defendant the Plaintiff has suffered loss or damage.

Particulars

The Plaintiff repeats particulars to paragraphs 8 and 10 above.

As against the Second Defendant

17. The Second Defendant was at all material times a bailee for reward of the goods and had a duty to the Plaintiff to properly care for the goods and deliver the goods in the

same good order and condition as when shipped at Sydney.

18. *In breach of its duties as bailee, the Second Defendant delivered the goods in a damaged condition.*

Particulars

The Plaintiff repeats particulars to paragraph 8 above.

19. *Further or alternatively, by a contract of carriage constituted or evidenced by a bill of lading No SUDU307000560273, issued at Sydney on or about 27 August 1997 ("the second Bill") the Second Defendant acknowledged receipt at Sydney for shipment on board the vessel "Queensland Star" of the goods in good order and condition for carriage from Sydney via the Port of Savannah for delivery in Huntsville, Alabama, USA in the same good order and condition as when shipped.*

20. *The Plaintiff was at all material times the owner of the goods, the holder of the second bill or the person entitled to possession of the goods and to delivery to it of the goods.*

21. *In the premises, the Plaintiff is entitled to claim under and in respect of the second Bill, the contract of carriage evidenced therein and in respect of loss or damage to the goods.*

22. *The second Bill is a clean Bill and it expressly acknowledges the shipment of the goods in apparent good order and condition.*

23. *The Plaintiff and/or its agent presented the second Bill for the purpose of taking delivery of the goods shipped thereunder.*

24. *In the premises, it was the duty of the Second Defendant under the contract to deliver the goods in the same good order and condition as they were in when shipped.*

25. *In breach of the said duty, or term, the Second Defendant failed to deliver the goods in good order and condition.*

Particulars

The Plaintiff repeats particulars to paragraph 8 above.

26. *Further or alternatively, it was the duty of the Second Defendant or a term of the contract that it, or its servants, agents or independent contractors for whom it is responsible, would exercise reasonable care of the goods during the loading, carriage and discharge thereof.*

27. *In breach of the said duty or term, the Second Defendant, or its servants, agents and/or independent contractors failed to exercise reasonable care of the goods whereby the goods were damaged.*

Particulars

The Plaintiff repeats particulars to paragraph 15 above.

28. *By reason of the Second Defendant's breach of duty the Plaintiff has suffered loss and damage.*

Particulars

The Plaintiff repeats particulars to paragraph 10 above.

29. AND THE PLAINTIFF CLAIMS:

As against the First Defendant

(a) Damages pursuant to paragraph 10 hereof.

(b) In the alternative, damages pursuant to paragraph 12 hereof.

(c) In the alternative, damages pursuant to paragraph 16 hereof.

As against the Second Defendant

(d) Damages pursuant to paragraph 18 hereof.

(e) In the alternative, damages pursuant to paragraph 25 hereof.

(f) In the alternative, damages pursuant to paragraph 28 hereof.

(g) Interest on the amounts referred to in (a), alternatively (b) and alternatively (c) above pursuant to s.94 of the *Supreme Court Act* 1970.

(h) Interest on the amounts referred to in (d), alternatively (e) and alternatively (f) above pursuant to s.94 of the Supreme Court Act 1970.

(i) Costs.

TO THE *FIRST* DEFENDANT:

INTERNATIONAL CARGO CONTROL PTY LIMITED
Level 5
Bayview Tower
1753 Botany Road
BANKSMEADOW NSW

TO THE SECOND DEFENDANT:

HAMBURG HAMBURG SUDAMERIKANISCHE DAMPFSCHIFFAHRTS-GESELLSCHAFT EGGERT & AMSINCK
C/- James Neill
Solicitor
3 Heron Cove Marina
Queens Parade West
Newport NSW 2106

You are liable to suffer judgment or an order against you unless the prescribed form of notice of your appearance is received in the registry within twenty eight (28) days after service of this Statement of Claim upon you and you comply with the Rules of the Court relating to your Defence.

PLAINTIFF:

JAMES N KIRBY PTY LIMITED
of 286 Horsley Road
MILPERRA NSW

PLAINTIFF'S SOLICITOR: STUART WILLIAM HETHERINGTON

PLAINTIFF'S ADDRESS FOR SERVICE:

WITHNELL HETHERINGTON
Solicitors
Level 8
167 Macquarie Street
SYDNEY NSW 2000
Tel: (02) 9223 9300
Fax: (02) 9223 9150

ADDRESS OF REGISTRY:

Supreme Court of New South Wales
Queens Square
SYDNEY NSW 2000

NOTICE FOR SERVICE AT DOCUMENT EXCHANGE

The Plaintiff may be served at the following exchange box in Sydney of the Australian Document Exchange Pty Limited:

Withnell Hetherington, Sydney DX 748

FILED: 5-1-1999

/s/ Stuart William Hetherington
STUART WILLIAM HETHERINGTON
Solicitor for the Plaintiff

The First Defendant consents to the Amended Statement of Claim being filed.

/s/ [Illegible]
Solicitor for the First Defendant

[Illegible]
[seal]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

Civil Case No. 1-98-CV-2939-TWT

JAMES N. KIRBY, PTY LTD. d/b/a KIRBY ENGINEERING,
and MMI GENERAL INSURANCE LIMITED,
Plaintiffs,

vs.

NORFOLK SOUTHERN RAILWAY COMPANY,
Defendant.

SECOND AMENDED COMPLAINT

COME NOW the Plaintiffs, James N. Kirby, Pty Ltd. ("Kirby") and MMI General Insurance Limited ("MMI") and hereby state their claim against Defendant, Norfolk Southern Railway Company ("Norfolk Southern") and hereby amend their Complaint pursuant to Fed. R. Civ. P. 15(a).

STATEMENT OF JURISDICTION AND VENUE

1.

Norfolk Southern is a Virginia corporation doing business and having its most significant contacts within the boundaries of the Northern District of Georgia and whose registered agent for service of process is F. Kennedy Hall, Esq. who can be served at Hall, Block, Garland & Meyer, Suite 1500, 577 Mulberry Street, Macon, Georgia 31208.

2.

Plaintiffs are both citizens of a foreign country, the Commonwealth of Australia.

3.

Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. § 1332(a)(2). The parties to this diversity action are a citizen of a State and citizens or subjects of a foreign state.

4.

The amount in controversy in this matter exceeds the sum of Seventy-Five Thousand Dollars ($75,000).

5.

Venue is proper in the Northern District of Georgia as Norfolk Southern is a corporation subject to personal jurisdiction within the boundaries of the State of Georgia and has the most significant contacts with the Northern District of Georgia of the three United States District Courts in the State of Georgia.

FACTUAL ALLEGATIONS

6.

In 1997, Kirby manufactured certain goods in Australia for delivery to a United States purchaser, General Motors Corporation, and for delivery in the State of Alabama.

7.

Kirby was at all times material to this matter the owner of said goods and MMI was at all times material to this matter, insurer of said goods on behalf of Kirby.

8.

Pursuant to bill of lading number AU12-27086101, dated August 27, 1997 (attached as Exhibit A), Kirby contracted with International Cargo Control, Pty Ltd. for the carriage of

ten containers containing the manufactured goods in good order and condition for an agreed freight for carriage from Sydney, Australia to the Port of Savannah, U.S.A: and from there for delivery of the goods to Huntsville Ramp, Alabama, U.S.A.

9.

International Cargo Control, Pty Ltd. then executed a bill of lading with Hamburg Südamerikanische Dampfschifahrts-Geseilschaft Eggert and Amsinck ("Hamburg Süd") trading as Columbus Line pursuant to bill of lading number SUDU 307000560273 (attached as Exhibit B) for carriage of the goods from the Savannah, Georgia terminal to the Huntsville Ramp, Huntsville, Alabama. Kirby was not a direct party to said bill of lading and had no knowledge of the terms of same.

10.

Hamburg Süd arranged for the waterliner service through its subsidiary, Columbus Line USA, Inc., which then sub-contracted with Norfolk Southern for the inland carriage of the goods from the terminal at Savannah, Georgia to the Huntsville ramp, Huntsville, Alabama. Kirby was not a direct party to said contract between Columbus Line USA, Inc. and Norfolk Southern and had no knowledge of the terms of same.

11.

There is no direct contractual relationship between Norfolk Southern and Kirby.

12.

The goods were entrusted to Norfolk Southern for the inland carriage; however, on October 9, 1997, the goods were damaged as a result of the derailment of the train carrying same while the goods were in the care of Norfolk Southern.

13.

The goods which were damaged were carried in containers delineated as follows: TOLU 4692233, ISCU 4635342, TRLU 9028644, TOLU 4694977, TOLU 4685050, and TOLU 4531516 and were items or components of sophisticated manufacturing equipment, including electrical control equipment, machining equipment, tool detection systems and various bearings, plates and engineering supplies. The cost of repairing and/or replacing said equipment totaled Two Million Sixty-Five Thousand One Hundred Eighty-Three Dollars ($2,065,183.00) (Australian) and said cost was borne collectively by Kirby and MMI.

COUNT I: NEGLIGENCE OF NORFOLK SOUTHERN

14.

Plaintiffs reallege and incorporate by reference Paragraphs 1-13 above as if set forth fully herein in support of Count I—Negligence.

15.

Norfolk Southern owed a duty to Plaintiffs as a carrier of goods owned by Kirby to ensure that the goods were transported safely and without damage.

16.

Norfolk Southern breached said duty by failing to exercise ordinary care:

(a) in failing to maintain the railway line over which the goods were to be transported;

(b) in running a railway line over an area of land which was unstable;

(c) in failing to maintain or keep in good repair a traction boxcar and/or its components so that bearings did not fail during the course of the journey;

(d) in failing to rectify any problems associated with the instability of the railway lines;

(e) in failing to travel at a safe speed for conditions;

(f) in failing to adequately and timely inspect said railway line so as to discover its defective and hazardous condition;

(g) in failing to adequately and timely inspect said traction boxcar and/or its components so as to discover its defective and hazardous condition;

(h) in allowing a defective traction boxcar to be utilized on the subject carriage of goods;

(i) in failing to operate or maintain its equipment in a reasonably safe manner; and

(j) res ipsa loquitor.

Discovery may also uncover additional breaches of said duty by Norfolk Southern.

17.

Norfolk Southern's breach of said duty was the proximate cause of property damage suffered by Plaintiffs inasmuch as the aforementioned breach(es) resulted in the derailment of the Norfolk Southern train which necessitated the repair or replacement of the goods delineated above.

18.

Plaintiffs suffered damage to the subject property in the amount of Two Million Sixty-Five Thousand One Hundred Eighty-Three Dollars ($2,065,183.00) (Australian).

COUNT II: RECKLESSNESS OF NORFOLK SOUTHERN

19.

Plaintiffs reallege and incorporate by reference Paragraphs 1-18 above as if set forth fully herein in support of Count II-Recklessness.

20.

Norfolk Southern owed a duty to Plaintiffs as a carrier of goods owned by Kirby to ensure that the goods were transported safely and without recklessness (with knowledge that damage would probably result).

21.

The subject segment of track where the derailment occurred and the configuration of the subject train required a heightened degree of care inasmuch as the track was characterized by a 1.5% downgrade through a series of three-six to eight degree-reverse curves with empty cars in front of loaded cars.

22.

Norfolk Southern breached said duty when it acted with recklessness and with knowledge that damage would probably result through the failure of the engineer to operate the train in accordance with Norfolk Southern's rules pertaining to braking, reflecting the engineer's failure to exercise a heightened degree of care given the subject track conditions and the configuration of the subject train. This failure constitutes a conscious disregard of a substantial risk of harm and knowledge that damage would probably result.

Discovery may also uncover additional recklessness by Norfolk Southern.

23.

Norfolk Southern's recklessness was the proximate cause of property damage suffered by Plaintiffs inasmuch as the aforementioned recklessness resulted in the derailment of the Norfolk Southern train which necessitated the repair or replacement of the goods delineated above.

24.

Plaintiffs suffered damage to the subject property in the amount of Two Million Sixty-Five Thousand One Hundred Eighty-Three Dollars ($2,065,183.00) (Australian).

COUNT III: PUNITIVE DAMAGES

25.

Plaintiffs reallege and incorporate by reference Paragraphs 1-24 above as if set forth fully herein in support of Count III—Punitive Damages.

26.

The aforementioned allegations in Count II for Recklessness constitute substantial evidence of wantonness and clear and convincing evidence that Norfolk Southern acted with a reckless and conscious disregard of the rights or safety of others and entitles Plaintiffs to an award of punitive damages pursuant to Ala. Code § 6-11-20.

COUNT IV: BAILMENT

27.

Plaintiffs reallege and incorporate by reference Paragraphs 1-26 as if set forth fully herein in support of Count IV-Bailment.

28.

As indicated in Paragraph 11 above, there is no direct contractual relationship between Kirby and Norfolk Southern;

however, in the alternative, and without prejudice to its claims in tort and contract, Plaintiffs allege that Norfolk Southern was a bailee with respect to the subject goods and by reason of the bailment owed a duty to Kirby to properly care for and handle the goods in question and to deliver them in the same condition as when shipped from Sydney.

29.

Norfolk Southern breached its duties as bailee by failing to deliver the goods in the same good condition as when shipped from Sydney, and as when tendered to its care at the Savannah terminal.

30.

As a result, Plaintiffs suffered damage to the subject property in the amount of Two Million Sixty-Five Thousand One Hundred Eighty-Three Dollars ($2,065,183.00) (Australian).

COUNT V: BREACH OF CONTRACT

31.

Plaintiffs reallege and incorporate by reference Paragraphs 1-30 as if set forth fully herein in support of Count V—Breach of Contract

32.

As indicated in Paragraph 11 above, there is no direct contractual relationship between Kirby and Norfolk Southern; however, in the alternative, and without prejudice to its claims in tort, recklessness and bailment, Plaintiffs allege that Norfolk Southern carried the goods incident to a contract and under duties sounding both in contract and tort.

33.

Norfolk Southern had a contractual duty to Plaintiffs to deliver the goods in the same condition in which it received the goods and without any damage to same.

34.

Norfolk Southern breached its contractual duty by failing to deliver the goods in the same condition as a result of the derailment of its train.

35.

Kirby's goods had to be repaired or replaced and caused Plaintiffs damage in the amount of Two Million Sixty-Five Thousand One Hundred Eighty-Three Dollars ($2,065,183.00) (Australian).

36.

Accordingly, in the alternative, Norfolk Southern is liable for breach of contract to Plaintiffs,

WHEREFORE, Plaintiffs pray for relief as follows:

(a) That Plaintiffs have judgment against Norfolk Southern in the amount of (Two Million Sixty-Five Thousand One Hundred Eighty-Three Dollars ($2,065,183.00) (Australian) or the equivalent in United States currency pursuant to Count I—Tort, Count II—Recklessness, Count III—Punitive Damages (in an amount to be determined by a jury), or in the alternative Count IV—Bailment, or in the alternative Count V—Breach of Contract;

(b) That Plaintiffs have judgment against Norfolk Southern pursuant to an amount to be determined by a jury;

(c) That this matter be tried by jury;

(d) That all expenses of litigation and all court costs in this matter be cast upon Defendant; and

(e) That Plaintiffs have such other and further relief as this Court may deem just and appropriate, including but not limited to the award of prejudgment interest and attorney fees.

Respectfully submitted,

/s/ Steven J. Kyle
STEVEN J. KYLE
Georgia Bar Number 430700
J. S. SCOTT BUSBY
Georgia Bar Number 098360

Attorneys for Plaintiffs

Bovis, Kyle & Burch, LLC
53 Perimeter Center East
3rd Floor
Atlanta, Georgia 30342-2298
Tel: 770-391-9100
Fax. 770-668-0878

[The International Cargo Control Bill of Lading (*see infra* at 78-99) was appended to the Second Amended Complaint as Exhibit A. The Hamburg Süd/Columbus Lines Bill of Lading (*see infra* at 48-77) was appended as Exhibit B.]

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

[Filed Dec. 3, 1999]

Civil Action File No. 1-98-CV-2939

JAMES N. KIRBY, PTY LTD. d/b/a KIRBY ENGINEERING,
Plaintiff,

v.

NORFOLK SOUTHERN RAILWAY COMPANY,
Defendant.

ANSWER ON BEHALF OF NORFOLK SOUTHERN RAILWAY COMPANY'S SECOND AMENDED COMPLAINT

COMES NOW Norfolk Southern Railway Company (hereinafter "NSRC"), Defendant in the above-styled case, and timely files this its Answer to Plaintiffs' Second Amended Complaint as follows:

FIRST DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief can be granted, with the result that Plaintiff is not entitled to recover in this cause.

SECOND DEFENSE

Plaintiffs' claims are barred by the applicable statutes of limitations, statutes of repose, and the Norfolk Southern Intermodal Rules Circular and/or other Governing Publication and the rules set forth therein.

THIRD DEFENSE

Plaintiffs' claims are barred by the doctrines of release and accord and satisfaction.

FOURTH DEFENSE

In the event that Plaintiffs did not have or does not now have any title or interest in the goods which made up the shipment at issue, then Plaintiffs are not the real parties in interest and is not entitled to maintain this action.

FIFTH DEFENSE

The shipment at issue was loaded and counted by Plaintiffs and/or their agent(s) with the result that NSRC is not responsible for any damage to such shipment caused by the improper loading thereof.

SIXTH DEFENSE

If the shipment at issue suffered any loss, damage, or delay, such loss, damage or delay was caused by parties over whom NSRC had no control.

SEVENTH DEFENSE

Whatever shipments were received for transportation by NSRC were accepted in accordance with, and subject to, all the terms and conditions of the contract of carriage, any transportation agreements and the terms and conditions of NSRC's Intermodal Rules Circular or other Governing Publication and the rules set forth therein, which form the contract of carriage between the parties for the transportation of the shipments and the responsibilities of NSRC in this matter. NSRC duly performed the terms and conditions of the contract of carriage, and the transportation contracts bars Plaintiffs' recovery in this action.

EIGHTH DEFENSE

To the extent that Plaintiffs failed to meet the minimum filing requirements of filing a proper written claim within the time prescribed, and/or failed to file suit within the period prescribed, Plaintiffs' action is time barred.

NINTH DEFENSE

The bill of lading, tariffs and classifications and the governing publications do not contemplate responsibility for special damages. To the extent Plaintiffs seek recovery for special damages, such claims are barred.

TENTH DEFENSE

Plaintiffs' recovery, if it is entitled to any recovery which NSRC denies, is limited by statutory and contractual limitations of liability.

ELEVENTH DEFENSE

NSRC did not breach any contract running in favor of Plaintiffs.

TWELFTH DEFENSE

NSRC's maximum liability, if any, is limited to $500.00 pursuant to the bill of lading.

THIRTEENTH DEFENSE

Any state law claims asserted by Plaintiffs are preempted by federal law.

FOURTEENTH DEFENSE

Plaintiffs' action in negligence fails to state a claim upon which relief can be granted.

FIFTEENTH DEFENSE

NSRC has no liability in this cause because it was not guilty of any negligence in connection with the shipments at issue.

SIXTEENTH DEFENSE

The sole proximate cause of Plaintiffs' alleged loss, if any was sustained, was the negligence of Plaintiffs or other entities, whose acts or omissions NSRC was and is in no liable, with the result that Plaintiffs cannot recover in this action.

SEVENTEENTH DEFENSE

If there was any negligence on the part of NSRC—and NSRC denies same—nevertheless, the alleged negligence of NSRC was insulated by the subsequent acts and conduct of others, with the result that Plaintiff cannot recover in this action.

EIGHTEENTH DEFENSE

Plaintiffs' cause of action in bailment fails to state a cause of action upon which relief can be granted.

NINETEENTH DEFENSE

NSRC was not a bailee under the facts and circumstances of this case. Even if NSRC were a bailee, it did not breach any duties to Plaintiffs, with the result that Plaintiffs cannot recover in this action.

TWENTIETH DEFENSE

The damages claimed are speculative, remote or uncertain and Plaintiff has failed to mitigate its damages.

TWENTY-FIRST DEFENSE AND BY WAY OF FURTHER ANSWER

NSRC responds to the specifically numbered allegations of Plaintiffs' Second Amended Complaint as follows:

1.

NSRC admits that it is a Virginia corporation and that its registered agent for service in Georgia is as stated in Paragraph 1 of Plaintiffs' Second Amended Complaint; however, NSRC denies the remaining allegations of Paragraph 1, as stated.

2.

NSRC is without sufficient information to admit or deny the allegations of Paragraph 2 of Plaintiffs' Second Amended Complaint.

3.

With respect to Paragraphs 3 and 4 of Plaintiffs' Second Amended Complaint, NSRC admits that the case is brought under 28 U.S.C. § 1332(a)(2), but is without sufficient information to confirm the residency of the Plaintiffs, and denies the remaining allegations of said paragraphs.

4.

NSRC admits that venue in the Northern District of Georgia is appropriate, but denies the remaining allegations of Paragraph 5 of Plaintiffs' Second Amended Complaint.

5.

NSRC is without sufficient information to admit or deny the allegations of Paragraphs 6, 7, or 8, of Plaintiffs' Second Amended Complaint but on information understands that Plaintiff Kirby intended to ship certain goods on a through shipment from Australia to Huntsville, Alabama.

6.

Upon information NSRC admits those allegations of Paragraphs 9 and 10 of Plaintiffs' Second Amended Complaint, that International Cargo Control executed a bill of lading with Hamburg Sud and that Hamburg Sud and/or its agent Columbus Line USA subcontracted with NSRC for the inland carriage of the goods in question. NSRC states that Kirby is governed by the terms and conditions of Hamburg Sud/Columbus Line bill of landing and therefore denies the remaining allegations of these Paragraphs.

7.

NSRC denies the allegations of Paragraph 11 of Plaintiffs' Second Amended Complaint, as stated.

8.

NSRC denies the allegations of Paragraphs 12 and 13 of Plaintiffs' Second Amended Complaint.

9.

With respect to Paragraph 14 of Plaintiffs' Second Amended Complaint, NSRC incorporates by reference each and all of its affirmative defenses and responses to Plaintiffs' Complaint, as amended as if the same were set forth herein verbatim.

10.

NSRC denies the allegations of Paragraphs 15, 16 and all subparts, 17 and 18 of Plaintiffs' Second Amended Complaint. NSRC denies that it is liable to Plaintiffs in negligence. NSRC owed to Plaintiff only that duty which was created by the contract of carriage applicable to this shipment. NSRC did not breach any duty under said contract of carriage.

11.

With respect to Paragraph 19 of Plaintiffs' Second Amended Complaint, NSRC incorporates by reference each and all of its affirmative defenses and responses to Plaintiffs' Complaint and Second Amended Complaint as if the same were set forth herein verbatim.

12.

NSRC denies the allegations of Paragraphs 20, 21, 22, 23, and 24 of Plaintiffs' Second Amended Complaint.

13.

With respect to Paragraph 25 of Plaintiffs' Second Amended Complaint, NSRC incorporates by reference each and all of its affirmative defenses and responses to Plaintiffs' Complaint as amended, as if the same were set forth herein verbatim.

14.

NSRC denies the allegations of Paragraph 26 of Plaintiffs' Second Amended Complaint.

15.

With respect to Paragraph 27 of Plaintiffs' Second Amended Complaint, NSRC incorporates by reference each and all of its affirmative defenses and responses to Plaintiffs' Complaint as amended, as if the same were set forth herein verbatim.

16.

NSRC denies the allegations of Paragraphs 28, 29, and 30 of Plaintiffs' Second Amended Complaint. NSRC denies that it is liable to Plaintiffs in bailment. NSRC owed Plaintiffs only that duty which was created by the contract of carriage applicable to this shipment. NSRC did not breach any duty under said contract of carriage.

17.

With respect to Paragraph 31 of Plaintiffs' Second Amended Complaint, NSRC incorporates by reference each and all of its affirmative defenses and responses to Plaintiffs' Complaint as amended, as if the same were set forth herein verbatim.

18.

NSRC denies the allegations of Paragraphs 32, 33, 34, 35, and 36 of Plaintiffs' Second Amended Complaint.

19.

NSRC denies the prayers of paragraph 36 and subparts of Plaintiffs' Second Amended Complaint, denies that it is liable to Plaintiffs in tort, in contract, or under any other theory, and denies each and every allegation not specifically referred to herein by number. NSRC denies any liability to Plaintiffs and respectfully requests that it be discharged hence with its reasonable costs of court.

This 3rd dav of December, 1999.

/s/ Taylor Tapley Daly
TAYLOR TAPLEY DALY
Georgia Bar No. 697887
RICHARD K. HINES, V
Georgia Bar No. 356300
Attorneys for NORFOLK SOUTHERN

NELSON MULLINS RILEY & SCARBOROUGH, L.L.P.
999 Peachtree Street, N.E.
First Union Plaza, Suite 1400
Atlanta, GA 30309
(404) 817-6000

BEST AVAILABLE COPY

COLUMBUS LINE

HAMBURG SÜD
THE SHIPPING GROUP

BILL OF LADING
FOR EITHER COMBINED TRANSPORT OR PORT TO PORT SHIPMENT

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)
INTERNATIONAL CARGO CONTROL PTY LTD
1753 BOTANY ROAD
BANKSMEADOW NSW 2016
AUSTRALIA

BILL OF LADING NO: SUDU307000560273
EXPORT REFERENCES: LLOYDS LIST CODE:7226275

CONSIGNEE (COMPLETE NAME & ADDRESS)
AIR SEA INT'L FORWARDING INC
1155 WEST CHESTNUT STREET
SUITE 2-B
UNION, NEW JERSEY 07083
U.S.A.

FORWARDING AGENT REFERENCES

NOTIFY PARTY (COMPLETE NAME & ADDRESS)

PRE-CARRIAGE BY

PLACE OF RECEIPT: SYDNEY TERMINAL

VESSEL: QUEENSLAND STAR VOYAGE: 030N

PORT OF LOADING: SYDNEY

PORT OF DISCHARGE FROM VESSEL: SAVANNAH GA

PLACE OF DELIVERY: HUNTSVILLE AL

TYPE OF MOVE: HOUSE HOUSE

ORIGINALS TO BE RELEASED AT: SYDNEY

SHIPPER INFORMATION NOT PART OF THIS B/L CONTRACT

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER SEAL-NUMBERS TARE SIZE TYPE TOLU4694977 24485573 2250 20 OT 1 CONTAINER - SAID TO CONTAIN 2 PIECES PARTIAL SHIPMENT MULTI STATION TRANSFER LINE 70CMS O/HEIGHT			16630 KGS	41.000 M3
CONTAINER SEAL-NUMBERS TARE SIZE TYPE TOLU4692254 24485570 2250 20 OT 1 CONTAINER - SAID TO CONTAIN 2 PIECES PARTIAL SHIPMENT MULTI STATION TRANSFER LINE 52CMS O/HEIGHT			19890 KGS	41.000 M3
	10			

COPY not negotiable

FREIGHT CHARGES | RATED AS | PER | RATE | PREPAID | COLLECT | CURRENCY RATE OF EXCHANGE

NO ORIG B/L | TOTAL PREPAID | TOTAL COLLECT | FREIGHT PAYABLE AT: SYDNEY

PAGE 1

APPLICABLE ONLY WHEN USED FOR MULTIMODAL OR THROUGH TRANSPORTATION

PLACE AND DATE OF ISSUE: SYDNEY 27.08.97

COLUMBUS LINE AUSTRALIA, PTY. LTD.
A.C.N : 000 807 858

B/L CONTINUED ON PAGE 2

Form No 842825

Signed by Columbus Line Australia Pty Ltd A.C.N. 000 807 858 as agent for the Carrier Columbus Line

COLUMBUS LINE

HAMBURG SÜD
THE SHIPPING GROUP

BILL OF LADING
FOR EITHER COMBINED TRANSPORT OR PORT TO PORT SHIPMENT

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS)

B/L CONTINUED FROM PAGE 1

BILL OF LADING NO: SUDU307000560273
EXPORT REFERENCES: LLOYDS LIST CODE:7226275

CONSIGNEE (COMPLETE NAME & ADDRESS)

FORWARDING AGENT REFERENCES

NOTIFY PARTY (COMPLETE NAME & ADDRESS)

DOMESTIC ROUTING (FOR THE ATTENTION OF THE PORT AUTH)

PRE-CARRIAGE BY

PLACE OF RECEIPT: SYDNEY TERMINAL

VESSEL: QUEENSLAND STAR VOYAGE: 030N

PORT OF LOADING: SYDNEY

PORT OF DISCHARGE FROM VESSEL: SAVANNAH GA

PLACE OF DELIVERY: HUNTSVILLE AL

TYPE OF MOVE: HOUSE HOUSE

ORIGINALS TO BE RELEASED AT: SYDNEY

SHIPPER INFORMATION NOT PART OF THIS B/L CONTRACT

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
CONTAINER SEAL-NUMBERS TARE SIZE TYPE TOLU4687900 24485569 2250 20 OT 1 CONTAINER - SAID TO CONTAIN 2 PIECES PARTIAL SHIPMENT MULTI STATION TRANSFER LINE 73CMS O/HEIGHT			19090 KGS	41.000 M3
CONTAINER SEAL-NUMBERS TARE SIZE TYPE BHCU2226201 24485572 2250 20 OT 1 CONTAINER - SAID TO CONTAIN 2 PIECES PARTIAL SHIPMENT MULTI STATION TRANSFER LINE 71CMS O/HEIGHT			16060 KGS	41.000 M3
CONTAINER SEAL-NUMBERS TARE SIZE TYPE TOLU4531516 24485575 2250 20 OT 1 CONTAINER - SAID TO CONTAIN				
	10			

COPY not negotiable

FREIGHT CHARGES | RATED AS | PER | RATE | PREPAID | COLLECT | CURRENCY RATE OF EXCHANGE

NO ORIG B/L | TOTAL PREPAID | TOTAL COLLECT | FREIGHT PAYABLE AT: SYDNEY

PAGE 2

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COLUMBUS LINE AUSTRALIA, PTY. LTD.
A.C.N : 000 807 858

B/L CONTINUED ON PAGE 3

Form No 842825

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COLUMBUS LINE

HAMBURG SÜD
THE SHIPPING GROUP

BILL OF LADING
FOR EITHER COMBINED TRANSPORT OR PORT TO PORT SHIPMENT

SHIPPER (COMPLETE NAME AND ADDRESS)

BILL OF LADING NO: SUDU307000560273
BOOKING NO:
EXPORT REFERENCES: LLOYDS LIST CODE:7226275

B/L CONTINUED FROM PAGE 2

CONSIGNEE (COMPLETE NAME & ADDRESS)

FORWARDING AGENT - REFERENCES

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY (COMPLETE NAME & ADDRESS)

DOMESTIC ROUTING & INSTRUCTIONS (NOT PART OF B/L CONTRACT)

PRE-CARRIAGE BY (MODE)

PLACE OF RECEIPT: SYDNEY TERMINAL

A CODE | D CODE

VESSEL: QUEENSLAND STAR
VOYAGE: 030N

PORT OF LOADING: SYDNEY

TYPE OF MOVE: HOUSE HOUSE

ORIGINALS TO BE RELEASED AT: SYDNEY

PORT OF DISCHARGE FROM VESSEL: SAVANNAH GA

PLACE OF DELIVERY: HUNTSVILLE AL

SHIPPER INFORMATION NOT PART OF THIS B/L CONTRACT

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		1 PIECE PARTIAL SHIPMENT MULTI STATION TRANSFER LINE 70CMS O/HEIGHT	14100 KGS	41.000 M3

CONTAINER	SEAL-NUMBERS	TARE	SIZE	TYPE
TOLU4692233	24485566	2250	20	OT

1 CONTAINER - SAID TO CONTAIN
1 PIECE
PARTIAL SHIPMENT MULTI STATION
TRANSFER LINE 58CMS O/HEIGHT — 12030 KGS 41.000 M3

CONTAINER	SEAL-NUMBERS	TARE	SIZE	TYPE
TRLU9028644	24485571	2250	20	OT

1 CONTAINER - SAID TO CONTAIN
2 PIECES
PARTIAL SHIPMENT MULTI STATION
TRANSFER LINE 62CMS O/HEIGHT — 17170 KGS 41.000 M3

COPY not negotiable

TOTAL NO OF PKGS: 10 | DECLARED VALUE

FREIGHT CHARGES	RATED AS	PER	RATE	PREPAID	COLLECT	CURRENCY	RATE OF EXCHANGE

NO ORIG B/L | TOTAL PREPAID | TOTAL COLLECT | FREIGHT PAYABLE AT: SYDNEY

PAGE 3

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COLUMBUS LINE AUSTRALIA, PTY. LTD.
A.C.N : 000 807 858

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Terminal code No. 842825

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COLUMBUS LINE

HAMBURG SÜD
THE SHIPPING GROUP

BILL OF LADING
FOR EITHER COMBINED TRANSPORT OR PORT TO PORT SHIPMENT

SHIPPER (COMPLETE NAME AND ADDRESS)

BILL OF LADING NO: SUDU307000560273
BOOKING NO:
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B/L CONTINUED FROM PAGE 3

CONSIGNEE (COMPLETE NAME & ADDRESS)

FORWARDING AGENT - REFERENCES

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY (COMPLETE NAME & ADDRESS)

DOMESTIC ROUTING & INSTRUCTIONS (NOT PART OF B/L CONTRACT)

PRE-CARRIAGE BY (MODE)

PLACE OF RECEIPT: SYDNEY TERMINAL

A CODE | D CODE

VESSEL: QUEENSLAND STAR
VOYAGE: 030N

PORT OF LOADING: SYDNEY

TYPE OF MOVE: HOUSE HOUSE

ORIGINALS TO BE RELEASED AT: SYDNEY

PORT OF DISCHARGE FROM VESSEL: SAVANNAH GA

PLACE OF DELIVERY: HUNTSVILLE AL

SHIPPER INFORMATION NOT PART OF THIS B/L CONTRACT

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT

CONTAINER	SEAL-NUMBERS	TARE	SIZE	TYPE
TOLU4685050	24485576	2250	20	OT

1 CONTAINER - SAID TO CONTAIN
1 PIECE
PARTIAL SHIPMENT MULTI STATION
TRANSFER LINE 58CMS O/HEIGHT — 14540 KGS 41.000 M3

CONTAINER	SEAL-NUMBERS	TARE	SIZE	TYPE
ICSU4635342	24485574	2250	20	OT

1 CONTAINER - SAID TO CONTAIN
1 PIECE
PARTIAL SHIPMENT MULTI STATION
TRANSFER LINE 55CMS O/HEIGHT — 12500 KGS 41.000 M3

CONTAINER	SEAL-NUMBERS	TARE	SIZE	TYPE
TOLU4656468	2448557	2250	20	OT

1 CONTAINER - SAID TO CONTAIN

COPY not negotiable

TOTAL NO OF PKGS: 10 | DECLARED VALUE

FREIGHT CHARGES	RATED AS	PER	RATE	PREPAID	COLLECT	CURRENCY	RATE OF EXCHANGE

NO ORIG B/L | TOTAL PREPAID | TOTAL COLLECT | FREIGHT PAYABLE AT: SYDNEY

PAGE 4

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PLACE AND DATE OF ISSUE: SYDNEY 27.08.97

COLUMBUS LINE AUSTRALIA, PTY. LTD.
A.C.N : 000 807 858

L CONTINUED ON PAGE 5

Terminal code No. 842825

Signed by Columbus Line Australia Pty Ltd A.C.N. 000 807 858 as agent for the

COLUMBUS LINE

HAMBURG SÜD
THE SHIPPING GROUP

BILL OF LADING
FOR EITHER COMBINED TRANSPORT OR PORT TO PORT SHIPMENT

EXPORTER (COMPLETE NAME AND ADDRESS)

B/L CONTINUED FROM PAGE 4

BILL OF LADING NO: SUDU307000560273
BOOKING NO:
EXPORT REFERENCES: LLOYDS LIST CODE: 7226275

PLACE OF RECEIPT: SYDNEY TERMINAL

VESSEL: QUEENSLAND STAR
VOYAGE: 030N
PORT OF LOADING: SYDNEY
PORT OF DISCHARGE/FACTORY: SAVANNAH GA
PLACE OF DELIVERY: HUNTSVILLE AL
TYPE OF MOVE: HOUSE HOUSE
ORIGINALS TO BE RELEASED AT: SYDNEY

PARTICULARS FURNISHED BY SHIPPER

MARKS & NUMBERS	NO OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
	2	PIECES PARTIAL SHIPMENT MULTI STATION TRANSFER LINE 57CMS O/HEIGHT "EXPRESS BLADING EMAIL RELEASE" SHIPPERS LOAD & COUNT LOADED ON BOARD FREIGHT PREPAID	12030 KGS	41.000 M3

COPY not negotiable

TOTAL NO OF PKGS	DESCRIPTION
10	

FREIGHT & CHARGES	RATED AS	PER	RATE	PREPAID	COLLECT	EXCHANGE RATE OF EXCH

NO ORIG B/L	TOTAL PREPAID	TOTAL COLLECT	FREIGHT PAYABLE AT
			SYDNEY

PAGE 5

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PLACE AND DATE OF ISSUE: SYDNEY 27.08.97

COLUMBUS LINE AUSTRALIA, PTY. LTD.
A.C.N : 000 807 858

TYPE NUMBER 842825

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COLUMBUS

1. DEFINITIONS

a) "Carrier" means Columbus Line, which is the trade name used by Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft Eggert & Amsinck, Ost-West-Straße 59, 20457 Hamburg, Germany, the Carrier named on the face side hereof, the vessel, her owner, operator, demise charterer, time charterer, voyage charterer, space or slot charterer, sub-carrier and substitute carrier, whether acting as carrier or bailee.

b) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

c) "Container" means any container, van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, pallet, skid, platform, cradle, sling-load or any similar article of transport, not owned and any Container not supplied by or on behalf of the Carrier.

d) "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.

e) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the ocean carrier, and in the event of intermodal transportation, if the originating carrier is an inland carrier, means that the Goods have been loaded on board rail cars or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier en-route to the Port of Loading named on the reverse side.

f) "Participating carrier" means any other carrier by water, land or air, performing any stage of the carriage, whether acting as sub-carrier, substitute carrier or bailee.

g) "Vessel" means the ocean vessel named on the face side hereof, and any substituted vessel, feedership, barge, or other means of conveyance by water used in whole or in part by the carrier.

2. CARRIER'S TARIFFS

The Goods carried hereunder are subject to all terms and conditions of Carrier's applicable tariff(s) on file with the Federal Maritime Commission, Interstate Commerce Commission or other regulatory body which governs a particular portion of the carriage. Said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of relevant provisions of applicable tariff(s) are obtainable from Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and conditions of such tariff(s) and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

3. RESPONSIBILITY; APPLICABLE LEGISLATION

a) The Carrier shall be responsible for the Goods from the time received at the Port of Loading until delivered (or should have been delivered) at the Port of Discharge and also during any previous or subsequent period of carriage performed under this Bill of Lading, subject to the provisions of any legislation compulsorily applicable to this Bill of Lading (1) which gives effect to the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, including adaptions thereof, such as the Carriage of Goods by Sea Act of the United States (hereinafter "COGSA") or (2) which gives effect to the said Rules as amended by the Protocols to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, dated at Brussels, February 23, 1968 (the "Visby Amendments") and December 21, 1979 (the "SDR Protocol"), including, if compulsorily applicable, the Australian Carriage of Goods by Sea Act, 1991 or (3) where the Hague Rules, adaptions thereof or Hague Visby Amendments (including the SDR Protocol) are not compulsorily applicable, this Bill of Lading shall take effect subject to any national law which may be in force at the Port of Loading or place of issue of the Bill of Lading making the United National Convention on the Carriage of Goods by Sea 1978 (the "Hamburg Rules") compulsorily applicable to this Bill of Lading, in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the Merchant. The applicable legislation shall govern during the Carrier's entire period of responsibility. In the absence of compulsorily applicable legislation, COGSA shall govern.

b) The Carrier shall, notwithstanding which legislation is applicable under a) above, be entitled to the benefit of Sections 4281 through 4287 of the Revised Statutes of the United States and amendments thereto, as if the same were expressly set out herein.

c) The rights, defences, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided for in this Bill of Lading, or (so far as may be permissible) under statute, shall apply in any action or proceeding brought against the Carrier, whether, in contract, tort or equity.

4. THROUGH TRANSPORTATION

a) When either Place of Receipt or Place of Delivery is set forth herein and is an inland point (Through Transportation basis), Carrier will procure transportation to/from sea terminal and such inland points, which may well involve transport by rail and, notwithstanding anything herein contained, but always subject to Clause 3, hereof, Carrier shall be liable for loss or damage of whatsoever nature and however arising to the following extent, but no further:

(i) Upon proof that the loss or damage arose during a part of carriage made subject to Hague Rules legislation or Protocols amending said Rules, as set forth in Clause 3, above, said legislation shall apply; or

(ii) Upon proof that the loss or damage not falling within a) above but concerning which the law of any country, state or subdivision thereof contains compulsorily applicable provisions and would have applied if Merchant had made a separate and direct contract with Carrier or a Participating carrier relative to a particular stage of transport wherein the loss or damage occurred and received as evidence thereof a [illegible]

TERMS AND CON

terms or manner in which Goods are stuffed, stowed or Carrier does not represent quantity, weight, condition contents inserted in Bill of Lading to be accurate or oth proper.

c) (1) The Terms and Conditions of this Bill of Ladin bility in connection with or arising out of the supply of supplied before or after Goods are received by the Carri

2) If the Container has been stuffed by or on beh

(A) Carrier shall not be liable for loss of or damage t

(i) caused by manner in which Container has be
(ii) caused by unsuitability of Goods for carriage
(iii) caused by unsuitability or defective condition

provided that where Container has been supplied by or o paragraph (iii) shall only apply if the unsuitability or defective

a) without any want of due diligence on Carrier's
b) would have been apparent upon reasonable in

to time Container was stuffed;

(iv) if Container is not sealed at commencement has agreed to seal Container.

B) Merchant shall defend, indemnify and hold Carrier ange, claim, liability or expense whatsoever arising from (A) above except for (A) (iii) (a).

(3) Where Carrier is instructed to provide a Container to contrary, Carrier is not under an obligation to provide quality.

(d) When a Container is to be stripped by or on behalf promptly strip, or cause to be stripped, Container and t spective of condition of Goods. Further, Merchant shall damage or expense of whatsoever nature arising or res occurring, including but not limited to loss or damage to conveyance or to other cargo, property or persons, whether evident or later manifests itself.

(e) When any Container utilized is owned or leased Carrier's custody, Merchant shall be and remain liable, at time allowed for the use of such Container, and for any lo by Carrier as a result of failure to return the Container to dition and state of cleanliness as when received by M condition caused by Goods does not then manifest itself expense at a subsequent time.

(f) Merchant agrees to be responsible for all expenses Goods and Containers are in the custody of Carrier or any or servants, including but not limited to repairs, reconditio and taxes, civil or criminal, and whether charged to the Carrier, Vessel, other conveyance, Participating carrier, its vants, which result for the acts or omissions to act on par vants, or third-parties for whom Carrier, Participating carri not responsible, and to submit to jurisdiction of any cour whom Carrier may be brought.

(g) Carrier's prior written consent in writing require Goods, which must be distinctly marked as such on outsi

(h) Merchant warrants that it has complied with all s and requirements of Customs, Port and any other Au Containers, documentation and any other matters affecting

9. CONTAINERIZED CARGO

Goods may be stowed by Carrier in Containers, and Carrier or received fully stowed, may be carried on or u Merchant expressly agrees that cargo stowed in a Contain sidered for all legal purposes to the cargo stowed under deck on deck shall be subject to the legislation referred to in Cla and/or receive compensation in General Average, as the c

10. CONTAINERS WITH HEATING OR REEFER APPARA

Containers with temperature or atmosphere-controlled eration or otherwise will not be furnished unless expressly of booking and, when furnished, may entail increased Cha request, it shall be conclusively presumed that use of a dry Goods.

Merchants must provide Carrier with desired tempe Containers to Carrier, and Carrier to exercise due diligenc within a reasonable range while in its custody or control. I responsibility for the functioning of temperature or atmosp owned or leased by Carrier or related companies.

11. DECK CARGO

Deck cargo (except that carried in Containers on deck and carried solely at Merchant's risk (including jettison Carrier will not in any event be liable for any loss or da caused, however occasioned by applicable law, or loss o due to the fault of the Carrier, any warranty of seaworthine by waived. Except as may be otherwise provided, such ship and shall be subject to all terms and Conditions of this Bill

12. METHODS AND ROUTES OF TRANSPORTATION; LIB

Without derogating from the Carrier's obligation to d Discharge subject to these Terms and Conditions

...place of receipt or Place of Delivery as set forth hereof and is an inland point (Through Transportation basis), Carrier will pro... transportation to/from sea terminal and such inland points, which may well ... transport by rail and, notwithstanding anything herein contained, but always subject to ... set forth herein, Carrier shall be liable for loss or damage of whatsoever nature and however arising to the following extent, but no further:

a) Upon proof that the loss or damage arose during a part of Carriage made subject to Hague Rules legislation or Protocols amending said Rules, as set forth in Clause 3, above, said legislation shall apply; or

b) Upon proof that the loss or damage not falling within a) above but concerning which the law of any country, state or subdivision thereof contains compulsorily applicable provisions and would have applied if Merchant had made a separate and direct contract with Carrier or a Participating carrier relative to a particular stage of transport wherein the loss or damage occurred and received as evidence thereof a particular document required to be issued, then the liability of the Carrier and Participating carrier shall be subject to the provisions of such law.

c) If it should be determined that Carrier bears any responsibility for loss or damage occurring during the custody of the Participating carrier and be subject to law compulsorily applicable to Participating carrier's contract of carriage, then Carrier shall be entitled to all rights, defences, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such Participating carrier's contract of carriage, tariff, and applicable law, provided however, that nothing contained herein shall be deemed a surrender by Carrier of any rights, defences and immunities or an increase of any of its exemptions, limitations of or exonerations from liability under this Bill of Lading, the Carrier's applicable tariff or laws applicable or relating thereto.

d) Except where COGSA is compulsorily applicable or is made applicable by this Bill of Lading, Carrier's liability for loss of or damage to the Goods shall not in any event exceed U.S.DLRS. 2.50 per kilo of gross weight of the Goods lost or damaged.

5. SUB-CONTRACTING; BENEFICIARIES

a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations, of and exonerations from liability provided by law or by the terms and conditions hereof shall be available to all agents, servants employees, representatives, all Participating (including Inland) carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors whatsoever. In contracting for the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom contracted and paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Place of Receipt to Place of Delivery, except as may be otherwise provided herein.

d) No agent or servant of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

6. WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

7. OPTION OF INSPECTION

The Carrier shall be entitled, but not obligated to open any Container at any time and to inspect contents. If it appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring additional expense, Carrier may abandon the transportation and/or take any measures and/or incur any reasonable additional expenses to continue the carriage or store the Goods which storage shall be deemed to constitute due delivery hereunder. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred, unless due solely to Carrier's fault.

However, before taking any of the above steps, the Carrier shall, if feasible, make all reasonable attempts to notify all cargo interests identified in Bill of Lading otherwise known to Carrier to have any interest in Goods of its intention to take such step(s).

8. DESCRIPTION OF GOODS; RESPONSIBILITY OF MERCHANT AND GOODS

a) Neither Carrier, nor its agents and servants, shall be liable for, or concluded as to, correctness of any marks, descriptions or other representations furnished or made by or on behalf of Merchant or appearing on the Goods or documents relating thereto.

b) When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load and count". Merchant agrees that Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of con-

...whether or not connected by Carrier or related companies.

11. DECK CARGO

Goods (except that carried in Containers on deck) shall be stowed and carried solely at Merchant's risk (including jettisoned or washed overboard). Carrier will not in any event be liable for any kind of damage to or ... overweight, unless it is expressly by applicable law, or from any other cause due to the fault of the Carrier, any warranty of seaworthiness in the premises by waived. Except as may be otherwise provided, such shipments shall be and shall be subject to all terms and Conditions of this Bill of Lading.

12. METHODS AND ROUTES OF TRANSPORTATION; LIBERTIES

Without derogating from the Carrier's obligation to carry the Goods ... Discharge subject to these terms and Conditions, with respect to the Goods or other packages, the Carrier may at any time and without notice to the ...

a) use any means of transport (water, land and/or air) or storage whatsoever;

b) tranship or carry on another vessel or conveyance or by any other ... port than that named on the reverse side hereof;

c) carry Goods on or under deck at its option;

d) proceed by any route at its sole and absolute discretion and whether ... most direct, customary or advertised route or in or out of navigational order;

e) proceed to or stay at any place whatsoever once or more often and ... omit calling at any port, whether scheduled or not;

f) depart and/or store at any place whatsoever, ashore or afloat, in the open;

g) proceed with or without pilots;

h) carry livestock, contraband, explosives, munitions, warlike stores, hazardous Goods or Goods of any and all kinds;

i) dry-dock or stop at any unscheduled port for bunkers, repairs or whatsoever;

j) comply with any orders, directions or recommendations given by any authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel ... employed by the Carrier the right to give such orders, directions or ...

k) take any other steps or precautions as may appear reasonable to the circumstances.

The liberties set out in subdivisions a) through k) may be invoked whatsoever even if not connected with the carriage covered by this Bill of ... action taken or omitted to be taken, and any delay arising therefrom, shall be within the contractual and contemplated carriage and not be an unreasonable ...

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

13. DELIVERY

If delivery of the Goods or Containers or other packages or any part ... taken by the Merchant when and where and at such time and place as they are ... tified to have the Merchant take delivery, they shall be considered to have ... to the Merchant, and the Carrier may, at its option, subject to its lien and ... elect to have same remain where they are or sent to a warehouse or other ... or devanned, always at the risk and expense of the Merchant and Goods.

In South America and Caribbean areas (that is, in those specific locations ... Hamburg Rules are compulsorily applicable) it is hereby agreed that the ... of the goods shall be six (6) months from the date of shipment.

14. CHARGES, INCLUDING FREIGHT

The Charges payable hereunder have been calculated on the basis of ... nished by or on behalf of the Merchant. The Carrier shall, at any time, ... inspect, reweigh, remeasure or revalue the contents and, if any of the particulars ... by the Merchant are found to be incorrect, the Charges shall be adjusted and ... the Merchant shall be responsible to pay the correct Charges and all costs ... by the Carrier in checking said particulars or any of them.

Charges shall be deemed earned on acceptance of the Goods or Containers ... packages for shipment by the Carrier and shall be paid by the Merchant in full ... offset, counterclaim or deduction, cargo and/or vessel or other conveyance ... and shall be non-returnable in any event.

The Merchant shall remain responsible for all Charges, regardless of ... Lading be marked, in words or symbols, "Prepaid", "To be Prepaid" or "Collect".

In arranging for any services with respect to the Goods, the Carrier is ... ered the exclusive agent of the Merchant for all purposes, and any payments ... other than the Carrier shall not, in any event, be considered payment to the ...

The Merchant shall defend, indemnify and hold the Carrier, any Participating ... their agents and servants, harmless from and against all liability, loss, ... expenses which may be sustained or incurred by the Carrier relative to the ...

15. CARRIER'S LIEN

Carrier shall have a lien on Goods and any Charges and documents ... for all sums due under this contract or any other contract or undertaking ... Merchant (as defined herein) was party or otherwise involved, which lien shall ... to General Average contributions, salvage and costs of recovering such sums, ... attorney fees, and shall survive delivery. Such lien may be enforced by Carrier's ... private sale at expense of and without notice to Merchant.

16. MATTERS AFFECTING PERFORMANCE

If at any time, the carriage contemplated by this Bill of Lading is or ... Carrier, is likely to be affected by any hindrance or ... whether ...

TERMS AND CONDITIONS

tents or manner in which Goods are stuffed, stowed and carried within Container, and Carrier does not represent quantity, weight, condition, marks or contents of such contents inserted in Bill of Lading to be accurate or stuffed, stowed and secured to be proper.

c) (1) The Terms and Conditions of this Bill of Lading shall govern Carrier's responsibility in connection with or arising out of the supply of a Container to Merchant, whether supplied before or after Goods are received by the Carrier or delivered to Merchant.

2) If the Container has been stuffed by or on behalf of Merchant.

(A) Carrier shall not be liable for loss of or damage to the Goods;

(i) caused by manner in which Container has been stuffed,

(ii) caused by unsuitability of Goods for carriage in Containers;

(iii) caused by unsuitability or defective condition of Container

provided that where Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose

a) without any want of due diligence on Carrier's part to

b) would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed;

(iv) if Container is not sealed at commencement of Carriage except where Carrier has agreed to seal Container.

(B) Merchant shall defend, indemnify and hold Carrier harmless against any loss, damage, claim, liability or expense whatsoever arising from one or more of matters covered by (A) above except for (A) (ii) (a).

(3) Where Carrier is instructed to provide a Container, in absence of a written request to contrary, Carrier is not under an obligation to provide a Container of particular type or quality.

(d) When a Container is to be stripped by or on behalf of the Merchant, Merchant shall promptly strip, or cause to be stripped, Container and take delivery of its contents, irrespective of condition of Goods. Further, Merchant shall be and remain liable for any loss, damage or expense of whatsoever nature arising or resulting from stripping howsoever occurring, including but not limited to loss or damage to the Goods, Container, Vessel or conveyance or to other cargo, property or persons, whether such loss or damage is then evident or later manifests itself.

(e) When any Container utilized is owned or leased by Carrier, and not returned to Carrier's custody, Merchant shall be and remain liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to return the Container to Carrier in the same sound condition and state of cleanliness as when received by or on behalf of Merchant, even if a condition caused by Goods does not then manifest itself and/or results in loss, damage or expense at a subsequent time.

(f) Merchant agrees to be responsible for all expenses of any nature incurred while the Goods and Containers are in the custody of Carrier or any Participating carrier, their agents or servants, including but not limited to repairs, reconditioning, demurrage, detention, taxes and taxes, civil or criminal, and whether charged to the Goods or Containers or levied upon Carrier, Vessel, other conveyance, Participating carrier, its conveyance, their agents or servants, which result for the acts or omissions to act on part of Merchant, its agents or servants, or third-parties for whom Carrier, Participating carrier, their agents or servants, are not responsible, and to submit to jurisdiction of any court, tribunal or other body before whom Carrier may be brought.

(g) Carrier's prior written consent in writing required for dangerous or hazardous Goods, which must be distinctly marked as such on outside of Goods and container.

(h) Merchant warrants that it has complied with all statutes, ordinances, regulations and requirements of Customs, Port and any other Authorities relative to the Goods, Containers, documentation and any other matters affecting or in any way relating thereto.

9. CONTAINERIZED CARGO

Goods may be stowed by Carrier in Containers, and Containers, whether stowed by Carrier or received fully stowed, may be carried on or under deck without notice, and Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 3, hereof and will contribute and/or receive compensation in General Average, as the case may be.

10. CONTAINERS WITH HEATING OR REEFER APPARATUS

Containers with temperature or atmosphere-controlled apparatus for heating, refrigeration or otherwise will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry container is appropriate for the Goods.

Merchants must provide Carrier with desired temperature range when delivering Containers to Carrier, and Carrier to exercise due diligence to maintain the temperature within a reasonable range while in its custody or control. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or related companies.

11. DECK CARGO

Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not at any event be liable for any loss or damage to or in respect of such cargo, however caused or occasioned by negligence, fault or default of the Carrier, or for any other cause whatsoever even if loss or damage is due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

12. METHODS AND ROUTES OF TRANSPORTATION; LIBERTIES

Without derogating from the Carrier's obligation to carry the Goods to the Port of Discharge subject to these Terms and Conditions

[illegible] of any kind to Vessel, any part of Good[illegible] but not limited to strikes and other labour [illegible] mencement of transportation or thereafter [illegible] incurred), Carrier may, without prior written [illegible] which is always to act reasonably, consider [illegible] taken or to be taken and the nature of Goods

a) carry Goods or Containers or other [illegible] Place of Delivery, whichever applicable, by th[illegible] route; or

b) forward or transship the Goods, van[illegible] retain them on board, warehouse or devanned, [illegible] of Discharge or any other reasonable point, [illegible] nature of Goods; or

c) elect to terminate the transportation an[illegible] packages and devan contents of any Container[illegible] Merchant to take delivery and, upon failure to [illegible] and expense of Merchant and Goods.

Under any of the foregoing options, C[illegible] Charges and any additional freight and for s[illegible] on behalf of Carrier, all of which shall be due [illegible] have a lien on the Goods for same.

Notice of Carrier's election and disposition [illegible] signee, receiver, holder of this Bill of Lading, c[illegible] sion of the Goods, insofar as they are identifia[illegible] their names and addresses.

All actions taken by Carrier hereunder shal[illegible] templated carriage and not be an unreasonable

17. LIMITATION OF LIABILITY

Except as otherwise provided in this Clau[illegible] pulsorily applicable law, including, if relevant, [illegible] Goods by Sea Act 1991, the Carrier's liability [illegible] per package or per customary freight unit or [illegible] higher than $500 per package or per customa[illegible] Merchant before shipment and inserted in Bill [illegible] In such case, if the limitation amount shall exc[illegible] shall not exceed declared value.

As to cargo shipped in bulk, the limitation [illegible] 1304(5) of COGSA, or such other legislation, [illegible] no event shall anything herein be construed a[illegible] in bulk.

If, on the reverse side hereof, the parties [illegible] a lump sum freight is assessed, in either event [illegible] Container even if furnished by the Carrier. If, [illegible] reverse side hereof, where a Container is not [illegible] Container shall conclusively be deemed a sum [illegible] $500. In the event this provision is held invalid [illegible] tion shall apply, it shall nevertheless apply duri[illegible] not limited to, prior to loading and subsequent

Where compulsorily applicable legislation [illegible] package or customary freight unit, such lesse[illegible] contained shall be construed as a waiver of a h[illegible]

18. NOTICE OF CLAIM; TIME FOR SUIT

As to any loss or damage presumed to ha[illegible] responsibility, if notice of loss or damage or c[illegible] charge/removal of Goods by Merchant or, if los[illegible] consecutive days thereafter, a presumption of [illegible] of such Goods shall arise.

In any event, the Carrier and any Participat[illegible] bility of whatsoever nature unless suit is brought [illegible] or date when Goods should have been delivered [illegible] arise during a part of the transport which is sub[illegible] (in some jurisdictions 9 months) for contained [illegible] Carrier or Participating Carrier shall cease to [illegible] period

Suit shall not be deemed "brought" unless [illegible] Participating carrier by service of process or by [illegible] provision should be held invalid during that pe[illegible] apply, it shall nevertheless less apply during al[illegible] brought to or to [illegible]

a equity.

RTATION

Receipt or Place of Delivery is set forth hereon and is an ...ed
tion basis), Carrier will pro ide transportation to/from sea termi-
s, which may well involve transport by rail and, notwithstanding
3, but always subject to Clause 3, hereof, Carrier shall be liable
ratsoever nature and however arising to the following extent.

he loss or damage arose during a part of the carriage made subject
on or Protocols amending said Rules, as set forth in Clause 3,
all apply; or
loss or damage not falling within a) above but concerning which
ate or subdivision thereof contains compulsorily applicable pro-
oved if Merchant had made a separate and direct contract with
arrier relative to a particular stage of transport wherein the loss
eceived as evidence thereof a particular document required to
y of the Carrier and Participating carrier shall be subject to the

rmined that Carrier bears any responsibility for loss or damage
ity of the Participating carrier and be subject to law compulso-
ing carrier's contract of carriage, then Carrier shall be entitled
nunities, exemptions, limitations of and exonerations from lia-
accorded under such Participating carrier's contract of car-
law, provided however, that nothing contained herein shall be
rrier of any rights, defences and immunities or an increase of
ations of or exonerations from liability under this Bill of Lading.
ft or laws applicable or relating thereto.
A is compulsorily applicable or is made applicable by this Bill
for loss of or damage to the Goods shall not in any event
kilo of gross weight of the Goods lost or damaged.

ENEFICIARIES

entitled to sub-contract on any terms the whole or any part of
ding, storing, warehousing, handling and any and all duties
d in relation to the Goods or Containers or other packages or

agreed that if it should be adjudged that any person or entity
he Carrier is under any responsibility with respect to the Goods
ss of the port or place where any loss or damage shall occur
her the Goods covered hereby or any other goods are being
ectly or indirectly during any handling, and even if the Goods
ed on tree in, stowed and/or free out terms, all exemptions,
tions from liability provided by law or by the terms and
vailable to all agents, servants employees, representatives, all
d) carriers and all stevedores, terminal operators, warehouse-
rmen, carpenters, ship cleaners, surveyors and all independ-
r, in contracting for the foregoing exemptions, limitations of
ty, the Carrier is acting as agent and trustee for and on behalf
ave, all of whom shall to this extent be deemed to be a party
y this Bill of Lading, regardless for whom acting or by whom
ways understood that said beneficiaries are not entitled to any
s, limitations of or exonerations from liability than those that
ll of Lading in any given situation.
s to procure such services as necessary and shall have the
select any mode of land, sea or air transport and to arrange
; to accomplish the total or any part of the carriage from Place
y, except as may be otherwise provided herein.
the Carrier shall have power to waive or vary any of the terms
variation is in writing and is specifically authorized or ratified
ector of the Carrier having actual authority to bind the Carrier

hat in agreeing to the terms and Conditions hereof, he is, or
n owning or entitled to the possession of the Goods and this

od, but not obligated to open any Container at any time and
ears that the contents or any part thereof cannot safely or
further, either at all or without incurring additional expense,
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to continue the carriage or store the Goods which storage
due delivery hereunder. The Merchant shall indemnify the
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...

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all cargo interests identified in Bill of Lading otherwise
nterest in Goods of its intention to take such step(s).

RESPONSIBILITY OF MERCHANT AND GOODS

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11. DECK CARGO

Deck cargo (except that carried in Containers on deck) and live animals are received and carried entirely at Merchant's risk (including accident or inability of animals), and the Carrier will not in any event be liable for any loss or damage to or from which he is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness at the premises being hereby waived. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

12. METHODS AND ROUTES OF TRANSPORTATION; LIBERTIES

Without derogating from the Carrier's obligation to carry the Goods to the Port of Discharge subject to these Terms and Conditions, with respect to the Goods or Containers or other packages, the Carrier may at any time and without notice to the Merchant:

a) use any means of transport (water, land and/or air) or storage whatsoever;

b) transship or carry on another vessel or conveyance or by any other means of transport than that named on the reverse side hereof;

c) carry Goods on or under deck at its option; -

d) proceed by any route at its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical rotation;

e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;

f) discharge and/or store at any place whatsoever, ashore or afloat, in the open or covered;

g) proceed with or without pilots;

h) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous Goods or Goods of any and all kinds;

i) drydock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever;

j) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations.

k) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

The liberties set out in subdivisions a) through k) may be invoked for any purpose whatsoever even if not connected with the carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated carriage and not be an unreasonable deviation.

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

13. DELIVERY

If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, wharf or devanned, always at the risk and expense of the Merchant and Goods.

In South America and Caribbean areas (that is, at those specific localities where the Hamburg Rules are compulsorily applicable) it is hereby agreed that the time for delivery of the goods shall be six (6) months from the date of shipment.

14. CHARGES, INCLUDING FREIGHT

The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them.

Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost or not lost, and shall be non-returnable in any event.

The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading be marked, in words or symbols, "Prepaid", "To be Prepaid" or "Collect".

In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier.

The Merchant shall defend, indemnify and hold the Carrier, any Participating Carrier, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred by the Carrier relative to the above.

15. CARRIER'S LIEN

Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant (as defined herein) was party or otherwise involved, which lien shall also extend to General Average contributions, salvage and costs of recovering such sums, including attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.

16. MATTERS AFFECTING PERFORMANCE

If at any time, the carriage contemplated by this Bill of Lading is, or in the judgment of Carrier, is likely to be affected by any hindrance or ... delay (whether or not existing

TERMS AND CONDITIONS

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ED CARGO

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)

xcept that carried in Containers on deck) and live animals are received at Merchant's risk (including accident or mortality of animals), and the any event be liable for any loss or damage and or liken which he is, r exonerated by applicable law, or trade usage or liken which he is, the Carrier, any warranty of seaworthiness or the premises being here- as may be otherwise provided, such shipments shall be deemed Goods ct to all Terms and Conditions of this Bill of Lading.

D ROUTES OF TRANSPORTATION; LIBERTIES

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tage of any kind to Vessel, any part of Goods or Containers or other packages including but not limited to slaves and other labour obstructions, whether during) before commencement of transportation or thereafter arising (whether or not Carriage has commenced), Carrier may, without prior written notice to Merchant, and at its sole discretion, which is always to act reasonably, considering the circumstances prompting the action taken or to be taken and the nature of Goods in question:

a) carry Goods or Containers or other packages to contracted Port of Discharge or Place of Delivery, whichever applicable, by the usual or intended route or by an alternate route; or

b) forward or transship the Goods, manned or devanned, to intended destination or return them on board, manned or devanned, until the return of Vessel to Port of Loading or of Discharge or any other reasonable point, always with regard to the circumstances and nature of Goods; or

c) elect to terminate the transportation and discharge the Goods or Containers or other packages and devan contents of any Container owned or leased by Carrier and require the Merchant to take delivery and, upon failure to do so, may warehouse the Goods at the risk and expense of Merchant and Goods.

Under any of the foregoing options, Carrier shall nevertheless be entitled to full Charges and any additional freight and for storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.

Notice of Carrier's election and disposition of Goods shall be sent to the shipper, consignee, receiver, holder of the Bill of Lading, owner of Goods or person entitled to possession of the Goods, insofar as they are identified in the Bill of Lading or Carrier is aware of their names and addresses.

All actions taken by Carrier hereunder shall be deemed within the contractual and contemplated carriage and not be an unreasonable deviation.

17. LIMITATION OF LIABILITY

Except as otherwise provided in this Clause and except as provided under any compulsorily applicable law, including, if considerably applicable, the Australian Carriage of Goods by Sea Act 1991, the Carrier's liability shall be limited to U.S. $500 limited money per package or per customary freight unit unless the nature of the cargo and valuation higher than $500 per package or per customary freight unit shall have been declared by Merchant before shipment and inserted in Bill of Lading, and extra freight paid if required. In such case, if the limitation amount shall exceed declared value, Carrier's liability, if any, shall not exceed declared value.

As to cargo shipped in bulk, the limitation applicable shall be that provided in Section 1304(5) of COGSA, or such other legislation, convention or law as may be applicable. In no event shall anything herein be construed as a waiver of limitation as to cargo shipped in bulk.

If, on the reverse side hereof, the parties characterize the Container as a package or a lump sum freight is assessed, in either event, liability shall be limited to U.S. $ 500 per Container even if furnished by the Carrier. Notwithstanding the characterization on the reverse side hereof, where a Container is not furnished and/or stuffed by Carrier, each Container shall conclusively be deemed a single package and Carrier's liability limited to $500. In the event this provision is held invalid during a period when compulsory legislation shall apply, it shall nevertheless apply during all non-compulsory periods such as, but not limited to, prior to loading and subsequent to discharge from the Vessel.

Where compulsorily applicable legislation provides a limitation lesser than $500 per package or customary freight unit, such lesser limitation shall apply and nothing herein contained shall be construed as a waiver of a limitation less than $500.

18. NOTICE OF CLAIM; TIME FOR SUIT

As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, if notice of loss or damage or claim is not given before or at time of discharge/removal of Goods by Merchant or, if loss or damage is not then apparent, within 3 consecutive days thereafter, a presumption of discharge/delivery in good order by Carrier of such Goods shall arise.

In any event, the Carrier and any Participating carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or date when Goods should have been delivered, provided however, that if any claim should arise during a part of the transport which is subject by applicable law to a shorter period (or some jurisdictions by invalid) for contractual period of suit, any liability whatsoever of Carrier or Participating carrier shall cease unless suit is brought within such shorter period.

Suit shall not be deemed "brought" unless jurisdiction is obtained over Carrier or Participating carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which compulsory legislation shall apply, it shall nevertheless less apply during all non-compulsory periods such as, but not

...receipt and carriage on Containers on deck) and live animals are received ...y at Merchant's risk (including accident or inability of animals), and the ... any event for liability for any loss or damage (or ... which by or ... ...or consequential by applicable law, or from any other cause ... whatsoever not ... of the Carrier, any warranty of seaworthiness at the premises being here... ...or as may be otherwise provided, such shipments shall be deemed Goods ...ject to all Terms and Conditions of this Bill of Lading.

...ND ROUTES OF TRANSPORTATION; LIBERTIES

...epting from the Carrier's obligation to carry the Goods to the Port of ...t to these Terms and Conditions, with respect to the Goods or Containers ...s, the Carrier may at any time and without notice to the Merchant:
...eans of transport (water, land and/or air) or storage whatsoever;
...or carry on another vessel or conveyance or by any other means of trans... ...ried on the reverse side hereof;
...ds on or under deck at its option;
...y any route in its sole and absolute discretion and whether the nearest, ...mary or advertised route or on or out of geographical rotation;
...o or stay at any place whatsoever once or more often and in any order or ...y port, whether scheduled or not;
...ise store at any place whatsoever, ashore or afloat, in the open or cov...

...ith or without pilots;
...attack, contraband, explosives, munitions, warlike stores, dangerous or ...ous Goods of any and all kinds;
...stop at any unscheduled port for bunkers, repairs or for any purpose

...any orders, direction or recommendation given by any government or ...y person or body acting or purporting to act with the authority of any gov... ...ity or having under the terms of the insurance on the vessel or other con... ...d by the Carrier the right to give such orders, directions or recommen...

...ther steps or precautions as may appear reasonable to the Carrier under ...s.
...set out in subdivisions a) through k) may be invoked for any purpose ...l not connected with the carriage covered by this Bill of Lading, and any ...mitted to be taken, and any delay arising therefrom, shall be deemed to ...nactual and contemplated carriage and not be an unreasonable deviation.

...ance whatsoever shall the Carrier be liable for direct, indirect or consequ... ...mage caused by delay.

...the Goods or Containers or other packages or any part thereof is not ...ilsed when and where and at such time and place as the Carrier is enti... ...Merchant take delivery, they shall be considered to have been delivered ...and the Carrier may, at its option, subject to its lien and without notice, ...e remain where they are or sent to a warehouse or other place, wholly ...ys at the risk and expense of the Merchant and Goods.
...ica and Caribbean areas (that is, in those specific localities where the ...e compulsorily applicable) it is hereby agreed that the time for delivery ...be six (6) months from the date of shipment.

...CLUDING FREIGHT

...ayable hereunder have been calculated on the basis of particulars fur... ...behalf of the Merchant. The Carrier shall, at any time, be entitled to ...measure or revalue the contents and, if any of the particulars furnished ...e found to be incorrect, the Charges shall be adjusted accordingly, and ...be responsible to pay the correct Charges and all expenses incurred ...ecking said particulars or any of them.
...so deemed earned on acceptance of the Goods or Containers or other ...ent by the Carrier and shall be paid by the Merchant in full, without any ...or deduction, cargo and/or vessel or other conveyance lost or not lost, ...turnable in any event.
...shall remain responsible for all Charges, regardless whether the Bill of ...ng words or symbols, "Prepaid", "To be Prepaid" or "Collect".
...any services with respect to the Goods, the Carrier shall be entitled ...agent of the Merchant for all purposes, and any payment of Charges to ...or shall not, in any event, be considered payment to the Carrier.
...shall defend, indemnify and hold the Carrier, any Participating Carrier, ...ervants, harmless from and against all liability, loss, damage and ...be sustained or incurred by the Carrier relative to the above.

...N

...es a lien on Goods and any Charges and documents relating thereto ...nder this contract or any other contract or undertaking to which ...Merchant was party or otherwise involved, which lien shall also extend ...contributions, salvage and cost of recovering such sums, whether or ...ot survive delivery. Such lien may be enforced by Carrier by public or ...ale or and without notice to Merchant.

...CTING PERFORMANCE

...e carriage contemplated by this Bill of Lading or, at the option of ...allow but by any breakage or ... ...ession, delay, deficiency or misdelivery ...

...of time which Goods should have been delivered, provided however, that if any claim should ...arise during a part of the transport which is subject to applicable law to a shorter period ...(in some jurisdictions 9 months) ... ...extend period of suit, any liability whatsoever of ...Carrier or Participating Carrier ... ...unless suit is brought within such shorter ...period.

Suit shall not be deemed "brought" unless jurisdiction is obtained over Carrier or Participating carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which compulsory legislation shall apply, it shall nevertheless less apply during all non-compulsory periods such as, but not limited to, prior to loading and subsequent to discharge from Vessel.

All documents with exception of legal process may be served upon Carrier by leaving it at the principal Agent's office of Carrier in either the country of loading or country of discharge of the Goods.

19. FIRE

Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with Carrier shall be liable to answer for or make good any loss or damage to Goods or Containers or other packages (whether) at any time, and even though before loading on or after discharge from the Vessel or other conveyance, by reason or by means of any fire whatsoever, unless caused by its personal design or neglect, or by its actual fault or privity. In any case where this exemption is not permitted by law, and no other defences afforded by this Bill of Lading and/or applicable legislation or convention would exonerate Carrier from liability, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

20. BOTH TO BLAME COLLISION CLAUSE

If the Vessel comes into collision with another vessel or object as a result of the fault or negligence of the other vessel or object or any act, neglect or default of the Carrier, Master, crew, pilot, agents or servants of the Carrier in the navigation or in the management of the Vessel, Merchant will indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as it represents any loss, damage or claim whatsoever by, of or to the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or object other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision, contact, stranding or other accident.

This provision to remain in effect in other jurisdictions even if unenforceable in United States courts.

21. GENERAL AVERAGE

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, as amended, at any place at option of Carrier whether declared by Carrier or any person or vessel (other than the merchant). In the event of accident, danger, damage or disaster, before or after commencement of voyage, from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution before delivery if the Carrier requires, or, if Carrier does not so require, within three months of delivery of Goods, whether or not at time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due Merchant. If a salving ship is owned or operated by Carrier, salvage shall be paid for as fully and in same manner as if such salving ship was owned or operated by strangers. Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers or crew. Merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply similar as applicable law permits.

22. JURISDICTION

Any suit to recover on any claim for loss or damage to the Goods carried hereunder, or to any other claims as referred to in Clause 5, hereof, shall be brought only in the country where the Goods are received for transportation or where this Contract calls for delivery, the country to be chosen by the party making the claim. The place of litigation shall be as follows:

In the United States - at New York (U.S. District Court, Southern District of New York) In Canada - at Montreal, In New Zealand - at Auckland, In Australia - at Sydney.

Alternatively, if all parties agree, the claim may be referred to arbitration at a place to be agreed upon by the parties.

23. NON-WAIVER AND SEPARABILITY

Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defence, immunity, exemption, limitation of or exoneration from liability conferred in the laws of the United States, Australia or of any other country whose laws may be applicable. The terms and Conditions of this Bill of Lading including all the terms and conditions of the Carrier's applicable tariff or tariffs as incorporated herein by virtue of Clause 2 hereof shall be severable and if any part or term hereof shall be held invalid such invalidity shall not affect the validity or enforceability of any other part or term hereof.

HAMBURG SUD/COLUMBUS LINES
BILL OF LADING

TERMS AND CONDITIONS

1. DEFINITIONS.

a) "Carrier" means Columbus Line, which is the trade name used by Hamburg Südamerikanische Dampfschifffahrts-Gesellschaft Eggert & Amsinck, Ost-West-Strallo Hamburg Germany, the Carrier named on the face side hereof, the vessel, her owner, operator, demise charterer, time charterer, voyage charterer, space or slot charterer, subcarrier and substitute carrier, whether acting as carrier or bailee.

b) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

c) "Container" means any container, van, trailer, flatbed, transportable tank, railroad box vehicle, flat, pallet, skid, platform, cradle, sling-load or any similar article of transport.

d) "Goods" means the cargo received from the shipper and described on the face side hereof, and any Container not supplied by or on behalf of the Carrier.

e) "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.

f) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the ocean carrier, and in the event of intermodal transportation, if the originating carrier is an inland carrier, means that the

Goods have been loaded on board rail cars or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier and en route to the Port of Loading named on the reverse side

g) "Participating carrier" means any other carrier by water, land or air, performing any portage of the carriage, whether acting as sub-carrier, substitute carrier or bailee

h) "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feedership, barge, or other means of conveyance by water used in whole or in part of the carrier

2 CARRIER'S TARIFFS

Goods carried hereunder are subject to all terms and conditions of Carrier's applicable tariff(s) on file with the Federal Maritime Commission, Interstate Commerce Commission or other regulatory body which governs a particular portion of the carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of relevant provisions of applicable tariff(s) are obtainable from Carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and conditions of such tariff(s) and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail

3 RESPONSIBILITY; APPLICABLE LEGISLATION

a) The Carrier shall be responsible for the Goods from the time received at the Port of Loading until delivered (or should have been delivered) at the Port of Discharge and also during any previous or subsequent period of carriage performed under this Bill of Lading, subject to the provisions of any legislation compulsorily applicable to this Bill of Lading (1) which gives effect to the Hague Rules contained in the International Convention for the Unification of Certain Rules

Relating to Bills of Lading, dated at Brussels, August 25, 1924, including adaptions thereof, such as the Carriage of Goods by Sea Act of the United States (hereinafter "COGSA") or (2) which gives effect to the said Rules as amended by the Protocols to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, dated at Brussels, February 23, 1968 (the "Visby Amendments") and December 21, 1979 (the "SDR Protocol"), including if compulsorily applicable, the Australian Carriage of Goods by Sea Act, 1991 or (3) where the Hague Rules, adaptions thereof or Hague Visby Amendments (including the SDR Protocol) are not compulsorily applicable, this Bill of Lading shall take effect subject to any national law which may be in force at the Port of Loading or place of issue of the Bill of Lading making the United National Convention on the Carriage of Goods by Sea 1978 (the "Hamburg Rules") compulsorily applicable to this Bill of Lading, in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the Merchant. The applicable legislation shall govern during the Carrier's entire period of responsibility. In the absence of compulsorily applicable legislation, COGSA shall govern.

b) The Carrier shall, notwithstanding which legislation is applicable under a) above, be entitled to the benefit of Sections 4281 through 4287 of the Revised Statutes of the United States and amendments thereto, as if the same were expressly set out herein

c) The rights, defences, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature, provided for in this Bill of Lading, or (so far as may be permissible) under statute, shall apply in any action or proceeding brought against the Carrier, whether in contact, tort or equity.

4. THROUGH TRANSPORTATION

When either Place of Receipt or Place of Delivery is set forth herein and is an inland point (Through Transportation basis), Carrier will provide transportation to/from sea terminal and such inland points, which may well involve transport by rail and, notwithstanding anything herein contained, but always subject to Clause 3, hereof, Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:

a) Upon proof that the loss or damage arose during a part of carriage made subject to Hague Rules legislation or Protocols amending said Rules, as set forth in Clause 3, above, said legislation shall apply; or

b) Upon proof that the loss or damage not falling within a) above but concerning which the law of any country, state or subdivision thereof contains compulsorily applicable provisions and would have applied if Merchant had made a separate and direct contract with Carrier or a Participating carrier relative to a particular stage of transport wherein the loss or damage occurred and received as evidence thereof a particular document required to be issued, then the liability of the Carrier and Participating carrier shall be subject to the provisions of such law.

c) If it should be determined that Carrier bears any responsibility for loss or damage occurring during the custody of the Participating carrier and be subject to law compulsorily applicable to Participating carrier's contract of carriage, then Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such Participating carrier's contract of carriage, tariff, and applicable law, provided however, that nothing contained herein shall be deemed a surrender by Carrier of any rights, defenses and immunities or an increase of any of its exemptions, limitations of or exonerations from liability under this Bill of Lading, the

Carrier's applicable tariff or laws applicable or relating thereto.

d) Except where COGSA is compulsorily applicable it is made applicable by this Bill of Lading. Carrier's liability for loss of or damage to the Goods shall not in any event exceed U.S. DLRS 2.50 per kilo of gross weight of the Goods lost or damaged.

5. SUB-CONTRACTING; BENEFICIARIES

a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of, and exonerations from liability provided by law or by the Terms and Conditions hereof shall be available to all agents, servants, employees, representatives, all Participating (including inland) carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors whatsoever, in contracting for the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom retained and paid, it being always understood that said beneficiaries are not

entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Place of Receipt to Place of Delivery, except as may be otherwise provided herein.

d) No agent or servant of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

6. WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

7. OPTION OF INSPECTION

The Carrier shall be entitled, but not obligated to open any Container at any time and to inspect contents. If it appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring additional expense, Carrier may abandon the transportation and/or take any measures and/or incur any reasonable additional expenses to continue the carriage or store the Goods which storage shall be deemed to constitute due delivery hereunder. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred, unless due solely to Carrier's fault.

However, before taking any of the above steps, the Carrier shall, if feasible, make all reasonable attempts to notify all

cargo interests identified in Bill of Lading otherwise known to Carrier to have any interest in Goods of its intention to take such step(s).

8. DESCRIPTION OF GOODS; RESPONSIBILITY OF MERCHANT AND GOODS

a) Neither Carrier, not its agents and servants, shall be liable for, or concluded as to, correctness of any marks, descriptions or other representations furnished or made by or on behalf of Merchant or appearing on the Goods or documents relating thereto.

b) When a Container is stuffed by or on behalf of Merchant, such Container shall be deemed shipped as "Shipper's weight, load and count". Merchant agrees that Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which Goods are stuffed, stowed and secured within Container, and Carrier does not represent quantity, weight, condition, identify or existence of such contents inserted in Bill of Lading to be accurate or stuffing, stowing and securing to be proper.

c) (1) The Terms and Conditions of this Bill of Lading shall govern Carrier's responsibility in connection with or arising out of the supply of a Container to Merchant, whether supplied before or after Goods are received by the Carrier or delivered to Merchant.

(2) If the Container has been stuffed by or on behalf of Merchant.

(A) Carrier shall not be liable for loss of or damage to the Goods;

(i) caused by manner in which Container has been stuffed,

(ii) caused by unsuitability of Goods for carriage in Containers;

(iii) caused by unsuitability or defective condition of Container provided that where Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose,

(a) without any want of due diligence on Carrier's part or

(b) would have been apparent upon reasonable inspection by Merchant at or prior to time Container was stuffed,

(iv) if Container is not sealed at commencement of Carriage except where Carrier has agreed to seal Container.

(B) Merchant shall defend, indemnify and hold Carrier harmless against any loss, damage, claim, liability or expense whatsoever arising from one or more of matters covered by (A) above except for (A)(iii)(a).

(3) Where Carrier is instructed to provide a Container, in absence of a written request to contrary, Carrier is not under an obligation to provide a Container of particular type or quality.

(d) When a Container is to be stripped by or on behalf of the Merchant, Merchant shall promptly strip, or cause to be stripped, Container and take delivery of its contents, irrespective of condition of Goods. Further, Merchant shall be and remain liable for any loss, damage or expense of whatsoever nature arising or resulting from stripping howsoever occurring, including but not limited to loss or damage to the Goods, Container, Vessel or conveyance or to other cargo, property or persons, whether such loss or damage is then evident or later manifests itself.

(e) When any Container utilized is owned or leased by Carrier, and until returned to Carrier's custody, Merchant shall be and remain liable, at tariff rates, for any delay beyond time allowed for the use of such Container, and for any loss, damage or expense incurred by Carrier as a result of failure to

return the Container to Carrier in the same sound condition and state of cleanliness as when received by or on behalf of Merchant, even if a condition caused by Goods does not then manifest itself and/or results in loss, damage or expense at a subsequent time.

(f) Merchant agrees to be responsible for all expenses of any nature incurred while the Goods and Containers are in the custody of Carrier or any Participating carrier, their agents or servants, including but not limited to repairs, reconditioning, demurrage, detention, fines and taxes, civil or criminal, and whether charged to the Goods or Containers or levied upon Carrier, Vessel, other conveyance, Participating carrier, its conveyance, their agents or servants, which result for the acts or omissions to act on part of Merchant, its agents or servants, or third-parties for whom Carrier, Participating carrier, their agents or servants, are not responsible, and to submit to jurisdiction of any court, tribunal or other body before whom Carrier may be brought.

(g) Carrier's prior written consent in writing required for dangerous or hazardous Goods, which must be distinctly marked as such on outside of Goods and container.

(h) Merchant warrants that it has complied with all statutes, ordinances, regulations and requirements of Customs, Port and any other Authorities relative to the Goods, Containers, documentation and any other matters affecting or in any way relating thereto.

9. CONTAINERIZED CARGO

Goods may be stowed by Carrier in Containers, and Containers, whether stowed by Carrier or received fully stowed, may be carried on or under deck without notice, and Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 3,

hereof and will contribute and/or receive compensation in General Average, as the case may be.

10 CONTAINERS WITH HEATING OR REEFER APPARATUS

Containers with temperature or atmosphere-controlled apparatus for heating, refrigeration or otherwise will not be furnished unless expressly contracted for in writing at time of booking and, when furnished, may entail increased Charges. In absence of an express request, it shall be conclusively presumed that use of a dry container is appropriate for the Goods.

Merchants must provide Carrier with desired temperature range when delivering Containers to Carrier, and Carrier to exercise due diligence to maintain the temperature within a reasonable range while in its custody or control. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or related companies.

11 DECK CARGO

Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which he is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

12 METHODS AND ROUTES OF TRANSPORTATION, LIBERTIES

Without derogating from the Carrier's obligation to carry the Goods to the Port of Discharge subject to these Terms and Conditions, with respect to the Goods or Containers or other

packages, the Carrier may at any time and without notice to the Merchant:

(a) use any means of transport (water, land and/or air) or storage whatsoever;

(b) transship or carry on another vessel or conveyance or by any other means of transport than that named on the reverse side hereof;

(c) carry Goods on or under deck at its option;

(d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical rotation;

(e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;

(f) devan and/or store at any place whatsoever, ashore or afloat, in the open or covered;

(g) proceed with or without pilots;

(h) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous Goods or Goods of any all kinds;

(i) drydock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever;

(j) comply with any orders, direction or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations.

(k) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

The liberties set out in subdivisions a) through k) may be invoked for any purpose whatsoever even if not connected with the carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated carriage and not be an unreasonable deviation.

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

13. DELIVERY

If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the carrier is entitled to have the Merchant take delivery, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, vanned or devanned, always at the risk and expense of the Merchant and Goods.

In South America and Caribbean areas (that is, in those specific localities where the Hamburg Rules are compulsorily applicable) it is hereby agreed that the time for delivery of the goods shall be six (6) months from the date of shipment.

14 CHARGES, INCLUDING FREIGHT

The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly, and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them.

Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost or not lost, and shall be non-returnable in any event.

The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading be marked, in words or symbols, "Prepaid" "To be Prepaid" or "Collect".

In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier.

The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred by the Carrier relative to the above.

15. CARRIER'S LIEN

Carrier shall have a lien on Goods and any Charges and documents relating thereto for all sums due under this contract or any other contract or undertaking to which Merchant (as defined herein) was partly or otherwise involved, which lien shall also extend to General Average contributions, salvage and cost of recovering such sums, inclusive of attorney fees, and shall survive delivery. Such lien may be enforced by Carrier by public or private sale at expense of and without notice to Merchant.

16. MATTERS AFFECTING PERFORMANCE

If at any time, the carriage contemplated by this Bill of Lading is or, in the judgment of Carrier, is likely to be affected by any hindrance, risk, seizure, delay, difficulty or disadvantage of any kind to Vessel, any part of Goods or

Containers or other packages, including but not limited to strikes and other labour disturbances, whether existing before commencement of transportation or thereafter arising (whether or not carriage has commenced), Carrier may, without prior written notice to Merchant, and at its sole discretion, which is always to act reasonably, considering the circumstances prompting the action taken or to be taken and the nature of Goods in question:

a) carry Goods or Containers or other packages to contracted Port of Discharge or Place of Delivery, whichever is applicable, by the usual or intended route or by an alternate route, or

b) forward or transship the Goods, vanned or devanned, to intended destination or retain them on board, vanned or devanned, until the return of Vessel to Port of Loading or of Discharge or any other reasonable point, always with regard to the circumstances and nature of Goods, or

c) elect to terminate the transportation and discharge the Goods or Containers or other packages and devan contents of any Container owned or leased by Carrier and require the Merchant to take delivery and, upon failure to do so, may warehouse the Goods at the risk and expense of Merchant and Goods.

Under any of the foregoing options, Carrier shall nevertheless be entitled to full Charges and any additional freight and for storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and Carrier shall have a lien on the Goods for same.

Notice of Carrier's election and disposition of Goods shall be sent to the shipper, consignee, receiver, holder of this Bill of Lading, owner of Goods or person entitled to possession of the Goods, insofar as they are identified in the Bill of Lading or Carrier is aware of their names and addresses.

All actions taken by Carrier hereunder shall be deemed within the contractual and contemplated carriage and not be an unreasonable deviation.

17. LIMITATION OF LIABILITY

Except as otherwise provided in this Clause and except as provided under any compulsorily applicable law, including, if compulsorily applicable, the Australian Carriage of Goods by Sea Act 1991, the Carrier's liability shall be limited to U.S. $500 lawful money per package or per customary freight unit unless the nature of the cargo and valuation higher than $500 per package or per customary freight unit shall have been declared by Merchant before shipment and inserted in Bill of Lading, and extra freight paid if required. In such case, if the limitation amount shall exceed declared value, Carrier's liability, if any, shall not exceed declared value.

As to cargo shipped in bulk, the limitation applicable shall be that provided in Section 130-1(5) of COGSA, or such other legislation, convention or law as may be applicable. In no event shall anything herein be construed as a waiver of limitation as to cargo shipped in bulk.

If, on the reverse side hereof, the parties characterize the Container as a package or a lump sum freight is assessed, in either event, liability shall be limited to U.S. $ 500 per Container even if furnished by the Carrier. Notwithstanding the characterization on the reverse side hereof, where a Container is not furnished and/or stuffed by Carrier, each Container shall conclusively be deemed a single package and Carrier's liability limited to $500. In the event this provision is held invalid during a period when compulsory legislation shall apply, it shall nevertheless apply during all non-compulsory periods such as, but not limited to, prior to loading and subsequent to discharge from the Vessel.

Where compulsorily applicable legislation provides a limitation lesser than $500 per package or customary freight unit, such lesser limitation shall apply and nothing herein

contained shall be construed as a waiver of a limitation less than $500.

18. NOTICE OF CLAIM, TIME FOR SUIT

As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, if notice of loss or damage or claim is not given before or at the time of discharge/removal of Goods by Merchant or, if loss or damage is not then apparent, within 3 consecutive days thereafter, a presumption of discharge/delivery in good order by Carrier of such Goods shall arise.

In any event, the Carrier and any Participating carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or date when Goods should have been delivered, provided however, that if any claim should arise during a part of the transport which is subject by applicable law to a shorter period (in some jurisdictions 9 months) for commencement of suit, any liability whatsoever of Carrier or Participating carrier shall cease unless suit is brought within such shorter period.

Suit shall not be deemed "brought" unless jurisdiction is obtained over Carrier or Participating carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which compulsory legislation shall apply, it shall nevertheless less [sic] apply during all non-compulsory periods such as, but not limited to, prior to loading and subsequent to discharge from Vessel.

All documents with exception of legal process may be served upon Carrier by leaving it at the principal Agent's office of Carrier in either the country of loading or country of discharge of the Goods.

19. FIRE

Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with Carrier shall be liable to answer for or make good any loss or damage to Goods or Containers or other packages occurring at any time, and even though before loading on or after discharge from the Vessel or other conveyance, by reason or by means of any fire whatsoever, unless caused by its personal design or neglect, or by its actual fault or privity. In any case where this exemption is not permitted by law, and no other defences afforded by this Bill of Lading and/or applicable legislation or convention would exonerate Carrier from liability, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

20. BOTH TO BLAME COLLISION CAUSE

If the Vessel comes into collision with another vessel or object as a result of the fault or negligence of the other vessel or object or any act, neglect or default of the Carrier, Master, crew, pilot, agents or servants of the Carrier in the navigation or in the management of the Vessel, Merchant will indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as it represents any loss, damage or claim whatsoever by, of or to the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or object other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision, contract, stranding or other accident.

This provision to remain in effect in other jurisdictions even if unenforceable in United States courts.

21. GENERAL AVERAGE

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 19/4, as amended, at any place at option of Carrier whether declared by Carrier or any person or vessel (other than the merchant). In the event of accident, danger, damage or disaster, before or after commencement of voyage, from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred. Merchant shall give such cash deposit or other security as Carrier may deem sufficient to cover estimated General Average contribution before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of delivery of Goods, whether or not at time of delivery Merchant had notice of Carrier's lien. Carrier shall be under no obligation to exercise any lien for General Average contribution due Merchant. If a salving ship is owned or operated by Carrier, salvage shall be paid for as fully and in same manner as if such salving ship was owned or operated by strangers. Cargo's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Master, pilot, officers or crew. Merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply insofar as applicable law permits.

22. JURISDICTION

Any suit to recover on any claim for loss or damage to the Goods carried hereunder, or to any other goods as referred to in Clause 5, hereof, shall be brought only in the country where the Goods are received for transportation or where this Contract calls for delivery, the country to be chosen by the party making the claim. The place of litigation shall be as follows:

In the United States – at New York (U.S. District Court, Southern District of New York). In Canada – at Montreal. In New Zealand – at Auckland. In Australia – at Sydney.

Alternatively, if all parties agree, the claim may be referred to arbitration at a place to be agreed upon by the parties.

23. NON-WAIVER AND SEPARABILITY

Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defence, immunity, exemption, limitation of or exoneration from liability contained in the laws of the United States, Australia, or of any other country whose laws may be applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2 above shall be separable and if any part or term hereof shall be held invalid, such holding shall not alter the validity or enforceability of any other part or term hereof.

YD 6/95

Consignor
KIRBY ENGINEERING
JAMES N KIRBY PTY LIMITED
286 HORSLEY ROAD
MILPERRA NSW 2214
AUSTRALIA

Consigned to order of
DELPHI SAGINAW STEERING
PLANT 21, HIGHWAY # 31 SOUTH,
ATHENS ALABAMA USA 35612

Notify address
AIR SEA INT'L FORWARDING INC
1155 WEST CHESTNUT STREET
UNION NJ 07083 USA

Place of receipt

Ocean vessel — Port of loading
QUEENSLAND STAR V0030 SYDNEY

Port of discharge — Place of delivery
SAVANNAH HUNTSVILLE RAMP

FBL AU12 - 27086101
NEGOTIABLE FIATA MULTIMODAL TRANSPORT BILL OF LADING
issued subject to UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication 481)

INTERNATIONAL CARGO CONTROL PTY LTD
Level 5, Bayview Tower, 1753 Botany Road, Banksmeadow NSW 2019
Telephone: 61 - 2 - 316 8211 Facsimile: 61 - 2 - 316 8664

Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
TOLU 4694977 24485573	1 20' O/T CONT	STC : 2 PCS PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	16630 KG 70 CMS O/HEIGHT	41.00 M3
TOLU 4692254 24485570	1 20' O/T CONT	STC : 2 PCS PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	19890 KG 52 CMS O/HEIGHT	41.00 M3
TOLU 4687980 24485569	1 20' O/T CONT	STC : 2 PCS PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	19090 KG 73 CMS O/HEIGHT	41.00 M3
TOLU 3226281 24485572	1 20' O/T CONT	STC : 2 PCS PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	16860 KG 71 CMS O/HEIGHT	41.00 M3
TOLU 4521516 24485575	1 20' O/T CONT	STC : 1 PC PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	14100 KG 70 CMS O/HEIGHT	41.00 M3

CONT ON PAGE 2

E.C.N. No
1B972312114SVC

FREIGHT PREPAID

SHIPPED ON BOARD 27/08/97

according to the declaration of the consignor

Declaration of interest of the consignor in timely delivery (Clause 6.2.)

- COPY ONLY -

Declared value for ad valorem rate according to the declaration of the consignor (Clauses 7 and 8)

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above

One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at SYDNEY	Place and date of issue SYDNEY 27/08/97
Cargo insurance through the undersigned ☐ not covered ☐ Covered according to attached Policy	Number of Original FBL's 0 ( )	Stamp and signature
For delivery of goods please apply to: AIR SEA INT'L FORWARDING INC 1155 WEST CHESTNUT STREET SUITE 2-B		

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Consignor
KIRBY ENGINEERING
JAMES N KIRBY PTY LIMITED
286 HORSLEY ROAD
MILPERRA NSW 2214
AUSTRALIA

Consigned to order of
DELPHI SAGINAW STEERING
PLANT 21, HIGHWAY # 31 SOUTH,
ATHENS ALABAMA USA 35612

Notify address
AIR SEA INT'L FORWARDING INC
1155 WEST CHESTNUT STREET
UNION NJ 07083 USA

Place of receipt

Ocean vessel — Port of loading
QUEENSLAND STAR V0030 SYDNEY

Port of discharge — Place of delivery
SAVANNAH HUNTSVILLE RAMP

FBL AU12 - 27086101
NEGOTIABLE FIATA MULTIMODAL TRANSPORT BILL OF LADING
issued subject to UNCTAD/ICC Rules for Multimodal Transport Documents (ICC Publication 481)

INTERNATIONAL CARGO CONTROL PTY LTD
Level 5, Bayview Tower, 1753 Botany Road, Banksmeadow NSW 2019
Telephone 61 - 2 - 316 8211 Facsimile 61 - 2 - 316 8664

Marks and numbers	Number and kind of packages	Description of goods	Gross weight	Measurement
TOLU 4692233 24485566	1 20' O/T CONT	STC : 1 PC PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	12030 KG 58 CMS O/HEIGHT	41.00 M3
TRLU 9028644 24485571	1 20' O/T CONT	STC : 2 PCS PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	17170 KG 62 CMS O/HEIGHT	41.00 M3
TOLU 4685050 24485576	1 20' O/T CONT	STC : 1 PC PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	14540 KG 58 CMS O/HEIGHT	41.00 M3
ICSU 4635342 24485574	1 20' O/T CONT	STC : 1 PC PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	12500 KG 55 CMS O/HEIGHT	41.00 M3
TOLU 4656468 2448557	1 20' O/T CONT	STC : 2 PCS PARTIAL SHIPMENT MULTI STATION TRANSFER LINE	12030 KG 57 CMS O/HEIGHT	41.00 M3

END PAGE 2 B/L: 27086101
EXPRESS RELEASE
NO ORIGINAL B/LADING REQUIRED

E.C.N. No
1B972312114SVC

FREIGHT PREPAID

SHIPPED ON BOARD 27/08/97

according to the declaration of the consignor

Declaration of interest of the consignor in timely delivery (Clause 6.2.)

- COPY ONLY -

Declared value for ad valorem rate according to the declaration of the consignor (Clauses 7 and 8)

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf

Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above

One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Multimodal Transport Bills of Lading all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount	Freight payable at SYDNEY	Place and date of issue SYDNEY 27/08/97
Cargo insurance through the undersigned ☐ not covered ☐ Covered according to attached Policy	Number of Original FBL's 0 ( )	Stamp and signature
For delivery of goods please apply to: AIR SEA INT'L FORWARDING INC 1155 WEST CHESTNUT STREET SUITE 2-B UNION, NEW JERSEY 07083 USA		

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Standard Conditio: 992) governing the FIATA MULTIMODAL TRANSP BILL OF LADING

Definitions
- -Freight Forwarder- means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- -Merchant- means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- -Consignor- means the person who concludes the multimodal transport contract with the Freight Forwarder.
- -Consignee- means the person entitled to receive the goods from the Freight Forwarder.
- -Taken in charge- means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- -Goods- means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability
Notwithstanding the heading -FIATA Multimodal Transport Bill of Lading (FBL)- these conditions shall also apply if only one mode of transport is used.
2. Issuance of this FBL
2.1. By issuance of this FBL the Freight Forwarder
a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
b) assumes liability as set out in these conditions.
2.2. Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.
3. Negotiability and title to the goods
3.1. This FBL is issued in a negotiable form unless it is marked -non negotiable-. It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.
3.2. The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as -shipper's weight, load and count-, -shipper-packed container- or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.
4. Dangerous Goods and Indemnity
4.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of international Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
4.2. If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.
The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
4.3. If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.
5. Description of Goods and Merchant's Packing and Inspection
5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL.
The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.
The Consignor shall remain liable even if the FBL has been transferred by him.
The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.
5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.
6. Freight Forwarder's Liability
6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the [illegible]

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any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all [illegible], damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection

5.1. The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL.
The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.
The Consignor shall remain liable even if the FBL has been transferred by him.
The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2. The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability

6.1. The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

6.2. The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3. Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4. If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5. When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events specified in a – e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
b) insufficiency or defective condition of the packaging or marks and/or numbers;
c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
d) inherent vice of the goods;
e) strike, lockout, stoppage or restraint of labour.

6.6. Defences for carriage by sea or inland waterways
Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.

7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where there are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8 Limitation of Freight Forwarder's Liability

8 Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.

8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

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12. Delivery

12.1. Goods shall be deemed to be delivered
the Consignee or his agent in accordan
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ery, the goods must be handed over, or
call upon the Merchant to take deliver

12.2. The Freight Forwarder shall also be enti
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the Merchant to the Freight Forwarder.

12.3. If at any time the carriage under this FBL
(including the condition of the goods) n
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13. Freight and Charges

13.1. Freight shall be paid in cash, without ar
claim or set-off, whether prepaid or pa
Freight shall be considered as earned b
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13.2. Freight and all other amounts mentioned
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13.3. All dues, taxes and charges or other e
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Where equipment is supplied by the Fr
charges which are not due to a fault or

13.4. The Merchant shall reimburse the Freig
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13.5. The Merchant warrants the correctness
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13.6. Despite the acceptance by the Freight F
expenses from any other person in respe
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14. Lien
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amount due at any time to the Freight Fo
cost of recovering same, and may enforc

15. General Average
The Merchant shall indemnify the Freigh
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Forwarder in this connection.

16. Notice

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16.2. Where the loss or damage is not apparen
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17. Time bar
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18. Partial Invalidity
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19. Jurisdiction and applicable law
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8.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

8.6. a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7. If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8. The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9. The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. **Applicability to Actions in Tort**
These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. **Liability of Servants and other Persons**

10.1. These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.

10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. **Method and Route of Transportation**
Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. **Delivery**

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. If at any time the carriage unter this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. **Freight and Charges**

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination.
Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the [illegible]

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12. Delivery

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination.
Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.
Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien
The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average
The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2. Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar
The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial invalidity
If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law
Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

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INTERNATIONAL CARGO CONTROL BILL OF LADING

Standard Conditions (1992) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING

Definitions

- "Freight Forwarder" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- "Consignor" means the person who concludes the multimodal transport contract with the Freight Forwarder.
- "Consignee" means the person entitled to receive the goods from the Freight Forwarder.
- "Taken in charge" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "Goods" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1 Applicability

Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions shall also apply if only one mode of transport is used.

2. Issuance of this FBL

2.1 By issuance of this FBL the Freight Forwarder:

a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;

b) assumes liability as set out in these conditions.

2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the, acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. Negotiability and title to the goods

3.1 This FBL is issued in a negotiable form unless it is marked "non-negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.

3.2 The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous Goods and Indemnity

4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

4.3 If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5 Description of Goods and Merchant's Packing and Inspection

5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL.

The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The Consignor shall remain liable even if the FBL has been transferred by him.

The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6 Freight Forwarder's Liability

6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1 a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2 has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

6.3 Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

6.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a-e of the present clause, it shall be presumed that it was so caused, always provided, however, that the

claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;

b) insufficiency or defective condition of the packaging or marks and/or numbers;

c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;

d) inherent vice of the goods;

e) strike, lockout, stoppage or restraint of labour.

6.6. Defences for carriage by sea or inland waterways

Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:

a) act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship.

b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses

7.1. These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.

7.2. The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where there are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

7.3. The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability

8.1. Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.

8.2. The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

8.3 Subject to the provisions of subclauses 8.4 to 8.9 inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

8.5 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

8.6 a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the

provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

8.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. Applicability to Actions in Tort

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

10. Liability of Servants and other Persons

10.1 These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL

are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.

10.2. In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3. However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4. The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clauses 2.2. and 10.1. shall not exceed the limits provided for in these conditions.

11. Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. Delivery

12.1. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL,

or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2. The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3. If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

13.1. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

13.2. Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

13.3. All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

13.4. The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

13.5. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal

either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6. Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1. Unless notice of loss or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing

over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2 Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

19. Jurisdiction and applicable law

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

The ICC logo denotes that this document has been deemed by the ICC to be in conformity with the UNCTAD/ICC Rules for Multimodal Transport Documents. The ICC logo does not imply ICC endorsement of the document nor does it in any

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NS NORFOLK SOUTHERN

Norfolk Southern Corporation
National Customer Service Center
185 Spring Street, S.W. • Box 153
Atlanta, Georgia 30303

Randy L. Brink
Claim Settlement
Phone 404-658-2031
Fax 404-658-2038

May 20, 1998

Mr. Alan Powell
Customs & Shipping Manager
Kirby Engineering
286 Horsley Road
Milperra NSW 2214
AUSTRALIA

Dear Mr. Powell:

Please refer to your claim dated May 1, 1998, received in our office May 18, 1998, in amount of AUD2,065,183.00, covering damage to shipments of machinery parts that moved in various 20-foot ocean containers.

Under Norfolk Southern's Circular No. 1-A, which governed this shipment, Rule 16, Article B, Paragraph 4, Subparagraph (h) states that Norfolk Southern shall not be liable for loss damage or delay to lading to any party other than the Rail Services Buyer. NS will not be under any obligation to process any claim by any person other than the Rail Services Buyer.

In this case, the rail service buyer is Columbus Line USA, Inc. You should look to Columbus Line for recovery. Any claims to Norfolk Southern must be likewise filed by Columbus Line. In light of the this, your claim as submitted is respectfully declined. We will hold your claim documents pending formal claim from Columbus Line.

Please call if you have any questions making reference to our claim file 756827-I.

Very truly yours,

/s/ Randy L. Brink
RANDY L. BRINK
Customer Service Representative

NS NORFOLK SOUTHERN

Norfolk Southern Corporation
National Customer Service Center
185 Spring Street, S.W. • Box 153
Atlanta, Georgia 30303

Randy L. Brink
Claim Settlement
Phone 404-658-2031
Fax 404-658-2038

June 9, 1998

Mr. Alan Powell
Customs & Shipping Manager
Kirby Engineering
286 Horsley Road
Milperra NSW 2214
AUSTRALA

Dear Mr. Powell:

We received on June 8, 1998, your claim number 15209, in amount of AUD2,0656,183.00, covering damage to shipments of machinery parts that moved in various 20-foot ocean containers. As you state in your cover letter, this claim replaces your previous claim covering these same shipments.

Under Norfolk Southern's Circular No. 1-A, which governed this shipment, Rule 16, Article B, Paragraph 4, Subparagraph (h) states that Norfolk Southern shall not be liable for loss damage or delay to lading to any party other than the Rail Services Buyer. NS will not be under any obligation to process any claim by any person other than the Rail Services Buyer.

In this case, the rail services buyer is Columbus Line USA Inc. You should look to Columbus Line for recovery. Any claims to Norfolk Southern must be likewise filed by Columbus Line. In light of the this, your claim as submitted is respectfully declined. We will hold your claim documents pending our receipt of formal claim from Columbus Line.

Please call if you have any questions making reference to our claim file 756827-I.

Very truly yours,

/s/ Randy L. Brink
RANDY L. BRINK
Customer Service Representative

HAMBURG SUD
The Shipping Group

COLUMBUS LINE AUSTRALIA PTY. LTD.
A.C.N. 000 807 858

FACSIMILE MESSAGE HEADER

TO: AIR-SEA TANSPORT
ATTENTION: KEN ANDERSEN

FROM: R.W. GRIMSHAW

DATE: 13 March, 1998

NO. OF PAGES 2 (Including this header)

IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE IMMEDIATELY

RE. "QUEENSLAND STAR" VOYAGE 030NB
SYDNEY/SAVANNAH/HUNTSVILLE B/L 273
DE-RAILMENT NEAR HUNTSVILLE - 9/10/97

We refer to previous correspondence, relative to the subject matter and now enclose, for your reference, a copy of the Rail Car Order/Billing document in respect of the above consignment.

We trust that this document is of assistance.

Regards,

/s/ R. W. Grimshaw
R. W. GRIMSHAW
National Claims Manager

Encl.

CLM.054

Columbus Line USA, Inc.
Independence Square West
Curtis Center - Suite L30
Philadelphia, PA 19106
(PH) (800) 901-7447
(FAX) (215) 829-9507
Tom Walker - Equipment Control/Intermodal Coordinator

RAIL CAR ORDER/BILLING

To: Norfolk Southern Savannah - Rail Billing
To: GPA - Leo Dixon
To: SIT - Tina
cc: COLSAV - Tina

Please load the following containers (COFC) 10-06-97:

Container #:

BHCU 2226201 - 35,405# -28" O.H.
ICSU 4635342 - 27,557# - 22" O.H.
TOLU 4531516 - 31,084# - 28" O.H.
TOLU 4656568 - 26,521# - 22" O.H.
TOLU 4685050 - 32,054 - 22" O.H.
TOLU 4692233 - 26,521# - 23" O.H.
TOLU 4694977 - 36,662# - 28" O.H.
TRLU 9028644 - 37,852# - 25" O.H.

IT#	V5000073092	Commodity:	Machinery
Vessel:	Queensland Star v. 30n		
Weight:	see above		
Size/type:	20 open tops	Service:	Ramp to Ramp
Origin Ramp:	Savannah, GA	Destination Ramp:	Huntsville, AL

Shipper/Bill to party:

Columbus Line USA, Inc.
Independence Square West
Curtis Center - Suite L 30
Philadelphia, PA 19106

Notify Party:

Air and Sea International
Attn: Allan
(908) 687-6525 (P)
(908) 687-0244 (F)

BEST AVAILABLE COPY

NORFOLK SOUTHERN

P.O. BOX 79422
CHARLOTTE, NC 28275
11-07-97
$268.00

FREIGHT BILL NO.
2296022832
FREIGHT BILL DATE
10-23-97
CUSTOMER NO.
0012930089
SUBSIDIARY

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 3
JERSEY CITY NJ 07302

ORIGINAL FREIGHT BILL

10-06-97

FREIGHT BILL

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 3

20' OPEN TOPS
INBOND IT#: V500007308J
NOTIFY ALLEN
908 687-6525 FAX
MIXED SHIPMENT

STACK TRAIN

SHIPPER'S CERTIFIED WEIGHT

ALLOWANCE

SHIPPER LOAD AND COUNT

GOOD ENTRANCE!

3641-030N

2296022832 10-23-97 0012930089 $268.00

NORFOLK SOUTHERN

00048

3286 03287 N 3089008

BRIAN AYERS 11-07-97 P.O. BOX 79823 CHARLOTTE, NC, 28275 $268.00

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 2
JERSEY CITY NJ 07302

FREIGHT BILL NO. 3286022872
FREIGHT BILL DATE 10-22-97
Destination Agents No.
CUSTOMER NO. 0012830089
SUBSIDIARY
Misc. Prc No.

FREIGHT BILL

STCC THIS CAR AT

LENGTH OF CAR
CAPACITY OF CAR
10-08-97
VERSION 04

D/S 97193 HUNTSVILLE AL
3300 GARDEN CITY GA

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 2

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 2

20' OPEN TOPS
INBOND IT#: V58000730B1
NOTIFY ALLEN
NOTIFY 800 687-8825 EXT
EMPTY EQUIPMENT

STACK TRAIN

SHIPPER LOAD
AAR COUNT NO

SHIPPER'S CERTIFIED WEIGHT
ALLOWANCE

3000 CONTAINER 5CV 37882 288.0000 268.00 268.00

361-030N

3286022872 10-22-97 0012830089 $268.00

NORFOLK SOUTHERN

00048

3286 03282 N 3089008

BRIAN AYERS 11-07-97 P.O. BOX 79823 CHARLOTTE, NC, 28275 $268.00

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 2
JERSEY CITY NJ 07302

FREIGHT BILL NO. 3286022832
FREIGHT BILL DATE 10-23-97
Destination Agents No.
CUSTOMER NO. 0012830089
SUBSIDIARY
Misc. Prc No.

ORIGINAL FREIGHT BILL

FREIGHT BILL

STCC THIS CAR AT

LENGTH OF CAR
CAPACITY OF CAR
10-06-97
VERSION 04

D/S 97193 HUNTSVILLE AL
3300 GARDEN CITY GA

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 2

COLUMBUS LINE INC
HARBORSIDE FINANCIAL CENTER
PLAZA 2

20' OPEN TOPS
INBOND IT#: V58000730B1
NOTIFY ALLEN
NOTIFY 800 687-8825 EXT
EMPTY EQUIPMENT

STACK TRAIN

SHIPPER'S CERTIFIED WEIGHT
ALLOWANCE

SHIPPER LOAD
AAR COUNT NO

9000 CONTAINER 5CV 36662 288.0000 268.00 268.00

361-030N

3286022832 10-23-97 0012830089 $268.00